

## LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is made as of the latter of the dates accompanying the signatures below but effective as of later of the two dates set forth on the signature page below (the "Effective Date"), by and between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole ("Landlord"), and the **VILLAGE OF OAK PARK**, a body politic and corporate of the State of Illinois ("Tenant").

### WITNESSETH

WHEREAS, Landlord is the owner of the following land and improvements located in the Village of Oak Park, County of Cook, State of Illinois forming part of St. Edmund Parish ("Parish") consisting of the school buildings and courtyard located at 200 S. Oak Park Ave., consisting of the old school building at the intersection of Oak Park Ave. and Pleasant Ave. ("Old School") and the new school building located to the immediate south ("New School") and courtyard in between ("Courtyard"), all of which are depicted on Exhibit A attached hereto and incorporated herein (collectively "Landlord's Property"); and

WHEREAS, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord a portion of Landlord's Property known as the New School and Courtyard (hereinafter referred to as the "Premises").

NOW THEREFORE, for and in consideration of their mutual covenants and agreements hereinafter set forth and the above recitals which are by this reference incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, Landlord and Tenant agree as follows:

#### 1. GRANTS

- (a) **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises depicted in Exhibit A, including the school area and driveway, subject to all of the terms, conditions, covenants and agreements herein contained.
- (b) **Additional Rights and Licenses.** In addition, Landlord hereby grants to Tenant, for the use by the Tenant's officers, directors, employees, agents, contractors, and invitees of the Premises ("Tenant Group") a conditional, revocable and non-exclusive right and license over the following areas of Landlord's Property, subject to the following terms and conditions, so long as Tenant is leasing the Premises during the Term (defined below):
  - (i) **Ingress/Egress.** Pedestrian ingress and egress over the Landlord's Property, to and from the Premises, upon and across the exits, entrances, sidewalks, depicted on Exhibit A ("Ingress/Egress Area");
  - (ii) **Access Areas.** The Ingress/Egress Area is hereinafter referred to as the "Access Areas." Landlord may, from time to time, change the size, location and nature of the Access Areas and may make installations therein and move

and remove such installations and/or Access Areas. Tenant's use of the Access Areas shall be subject to such rules and regulations as Landlord or Pastor (as hereinafter defined) may impose. Landlord makes no representation or warranty regarding the use, availability or suitability of the Access Areas for Tenant's intended activity.

- (c) **Prohibited Access.** Tenant shall not enter, or permit Tenant Group to enter Landlord's Property, other than the Premises and Access Areas, without, in each instance first obtaining the prior written consent of both the Landlord and the pastor or administrator who oversees operations at the Landlord's Property ("Pastor"). Tenant shall take all reasonable measures to prevent Tenant or Tenant Group from entering the Landlord's Property other than the Premises and Access Areas.

2. **TERM.**

- (a) The term of this Lease shall commence on February 14, 2024 ("Commencement Date") and shall expire on June 30, 2024 ("Expiration Date") unless this Lease is terminated earlier or extended as hereinafter set forth ("Term"). All of Tenant's covenants and agreements under this Lease shall be effective as of the Effective Date. In the event that possession of the Premises shall not be delivered to Tenant on the Commencement Date, this Lease shall nevertheless continue in full force and effect, and no liability shall arise against Landlord out of any such delay other than the abatement of Rent until possession of the Premises is delivered to Tenant; provided, however, that there shall be no abatement of Rent if the Premises are not delivered to Tenant due to any delay caused by, or resulting from the fault of, Tenant.

3. **USE**

- (a) **Permitted Use.** Tenant and Tenant Group shall use and occupy the Premises for the sole purpose of operating Tenant's charitable housing and shelter program for migrant families seeking asylum and offices customarily related to such use, but for no other use or purpose whatsoever ("Use"). Notwithstanding the foregoing or anything else to the contrary herein contained, Tenant agrees that as part of the Use, it shall house migrants with families separate from single men and single women, and single men shall be housed separate from single women. Tenant shall operate the Use in a healthy, safe and secure manner. Tenant may operate the Use on a 24/7 basis. Further, Tenant shall operate the Use subject to and in accordance with the representations set forth on Exhibit B attached hereto and forming part hereof.
- (b) **Permits, Etc. for Use.** Tenant shall, at its sole risk, cost and expense, procure all permits, licenses, certificates and other authorizations and any renewals, extensions or continuances of the same required in connection with the Use and Tenant Group's general use and occupancy of the Premises. Upon request of Landlord, Tenant shall provide evidence of any permits, licenses, certificates and other authorizations and any renewals, extensions or continuances of the same as required in this Section 3(b).

4. **BASE RENT**

- (a) **Base Rent.** Subject to the terms and conditions of this Lease, Tenant covenants to

pay Landlord, as base rent for the Premises during the Term (“Base Rent”), the following amounts:

(i) **Term**

Period	Period Amount	Monthly Amount
2/14/2024 – 6/30/2024	\$0.00	\$0.00

- (c) **Payment.** Additional Rent (as defined in Section 5) and Base Rent are collectively hereinafter referred to as “Rent.” Rent shall be due and payable by Tenant to Landlord without any prior demand therefor and without set-off, abatement, counterclaim, or deduction of any kind whatsoever. Tenant shall pay each monthly installment of Rent in advance on or before the first day of each calendar month during the Term. Rent payments made on or after the fifth day of the month shall be considered late and are subject to additional interest charges per Section 18. All payments of Rent shall be payable to “Archdiocese of Chicago” and shall be delivered to 835 N. Rush Street, Chicago, IL 60611 Attention: Real Estate.
- (d) **Acknowledgement.** Tenant acknowledges that the Base Rent rates provided herein are significantly below-market rates and are offered by Landlord to Tenant as one of the many ways it has committed to help address the humanitarian crisis facing the City of Chicago in providing shelter for migrant families seeking asylum.
- (e) **Representation.** If the source of Tenant’s Rent payments is from a governmental entity or from a third party financing provider, Tenant hereby warrants and represents that Tenant has secured full and final approval to apply such funds in satisfaction of Tenant’s obligation to pay the Rent and complete any Work pursuant to this Lease.
5. **ADDITIONAL RENT.** In addition to Base Rent, Tenant shall pay the following costs as additional rent (collectively “Additional Rent”):
- (a) **Electrical service costs.** Tenant shall be responsible for paying 100% of the cost of electricity for the Premises. Landlord shall forward a copy of the invoice to Tenant and Tenant shall reimburse Landlord within thirty (30) days.
- (b) **Gas service costs.** Tenant shall be responsible for paying 100% of the cost of gas for the Premises. Landlord shall forward a copy of the invoice to Tenant and Tenant shall reimburse Landlord within thirty (30) days.
- (c) **Property Insurance Premium.** Tenant shall pay Landlord One Thousand Two Hundred Seventy and 38/100 Dollars (\$1,270.38) per month which represents one hundred percent (100%) of the cost of Landlord’s stated property self-insurance premiums for the Premises which amount shall be billed on a monthly basis, subject to an annual increase on or around July of each year during the Term.
- (d) **Water and Sewer Charges.** In the event that Landlord is assessed water and sewer charges for the Premises, Tenant shall be responsible for paying one hundred percent (100%) of such water/sewer charges for the Premises.
- (e) **Snow Removal.** Tenant shall pay Landlord fifty percent (50%) of Landlord’s costs

for snow removal at or around Landlord's Property. Landlord shall forward a copy of the invoice to Tenant and Tenant shall reimburse Landlord within thirty (30) days.

- (f) **Real Property Taxes.** In the event that Landlord is assessed real estate taxes on the Premises or any portion of Landlord's Property by a governmental entity as a result of: (i) the Use; (ii) any change in Applicable Law currently in effect as of the Commencement Date; or (iii) Tenant's Default under any of the terms and conditions of this Lease, including but not limited to Tenant's covenants under Section 3 and Section 32(i), Tenant shall be responsible for paying one hundred percent (100%) of such real estate tax assessment resulting therefrom upon the denial of or failure to replace or reinstate the tax exemption for the Property, or an appeal of the tax assessment, both as described in this Subsection. Upon receiving notice, Landlord shall either undertake the appeal at Tenant's sole risk, cost and expense, or otherwise permit Tenant to file and pursue the appeal on its behalf at Tenant's sole risk, cost and expense, and shall reasonably cooperate with Tenant, for a petition for property tax exemption that is appropriate for the Use pursuant to the procedures herein contained. Also, Landlord shall allow Tenant at its sole risk, cost and expense to appeal on its behalf any such real estate taxes assessed pursuant to this Section 5, and Tenant agrees to pay all of the costs, including Landlord's costs, incurred in performing such appeal as Additional Rent hereunder. Tenant's obligations under this Section 5 shall survive the expiration or earlier termination of the Term of the Lease.
- (g) **Procedures for Property Tax Appeal by Tenant.** In the event Landlord declines to pursue an appeal of real estate taxes assessed against the Premises, then in such case, Landlord shall notify Tenant in writing of such decision and Tenant shall have the right to pursue appeal, subject to the following terms and conditions: (i) Tenant shall have the right to contest the amount or validity, in whole or in part, of any real estate taxes, and to seek a reduction in the valuation of the Premises assessed for tax purposes by appropriate proceedings ("Tenant Tax Appeal"); (ii) Tenant shall notify Landlord in writing of Tenant's desire to pursue a Tenant Tax Appeal within thirty (30) days of Landlord's notification to Tenant declining to pursue such appeal; (iii) Landlord shall have the right to approve the third party performing the Tenant Tax Appeal, such approval not to be unreasonably withheld; (iv) Tenant shall pay for all costs and charges related to or derived from the Tenant Tax Appeal, including all attorneys' fees, at Tenant's sole risk, cost and expense; (v) Tenant shall provide Landlord with copies of all governmental forms and other information required to pursue any Tenant Tax Appeal; (vi) Landlord shall reasonably cooperate with obtaining information or signing such forms in its capacity as owner; (vii) Tenant shall diligently pursue any Tenant Tax Appeal to conclusion or shall otherwise be responsible to pay all real estate taxes assessed if Tenant does not pursue such Tenant Tax Appeal to conclusion, in accordance with the foregoing paragraphs of this Section 5; and (h) any recovery of real estate taxes actually paid by Tenant which results from any Tenant Tax Appeal may be retained by Tenant, so long as Tenant has paid all costs incurred in connection with the Tenant Tax Appeal as required hereunder.
- (h) **Payment of Additional Rent.** Any amount due and payable to Landlord under this

Lease which is not Base Rent shall be deemed Additional Rent. If a time period for the payment of any Additional Rent is not specifically provided hereunder, it is hereby acknowledged and understood that Tenant must pay such Additional Rent within thirty (30) days of invoice or other notice from Landlord. Payment of Additional Rent shall be subject to additional interest pursuant to Section 18. Payment for Additional Rent shall payable to “Archdiocese of Chicago” and shall be delivered to 835 N. Rush Street, Chicago, IL 60611 Attention: Real Estate.

6. **SECURITY DEPOSIT**. Intentionally omitted.
7. **COVENANTS REGARDING USE**. Tenant agrees, for itself and Tenant Group, to observe the following covenants as to each and every one of the Premises and/or Access Areas:
  - (a) **Compliance with Law**. Tenant shall not use the Premises nor permit Tenant Group to use the Premises or its surroundings in any way that, directly or indirectly, is forbidden by any and all applicable laws, statutes, ordinances, codes, decrees rules and regulations of any federal, state, county, municipal or other governmental or quasi-governmental authority having jurisdiction thereof, or as promulgated by any official thereof (hereinafter, “Applicable Law(s)”), including but not limited to, those relating to criminal activity, disturbance of the peace, public nuisances or protection of health, safety or welfare. Additionally, Tenant shall comply with all Applicable Laws and require compliance by Tenant Group, including but not limited to any licensing, notification or other Applicable Laws related to or required by Tenant or Tenant Group’s use and occupancy.
  - (b) **Alcohol, Drugs, Weapons**. Tenant or Tenant Group shall not permit alcohol, illegal drugs, cannabis, cannabis-infused substances, and/or cannabis paraphernalia, smoking, or weapons on or around Premises or any other area of Landlord’s Property.
  - (c) **Disciplinary Rules and Regulations**. Tenant shall enforce Tenant’s rules and regulations governing employee and invitee behavior and discipline. Tenant shall use all reasonable measures to prohibit the following at Premises or any other area of Landlord’s Property throughout the Term by Tenant Group:
    - (i) Use, possession, and/or concealment of a firearm/destructive device or other weapon;
    - (ii) Use, possession, and/or concealment of illegal substances;
    - (iii) Aggravated assault;
    - (iv) Trespassing;
    - (v) Loitering;
    - (vi) False activation of a fire alarm;
    - (vii) Assault;
    - (viii) Vandalism or criminal damage to property;
    - (ix) Fighting;

- (x) Disorderly conduct or disruptive behavior;
  - (xi) Use of tobacco or cannabis products;
  - (xii) Profane or other improper language; and
  - (xiii) Any criminal behavior not specifically described above.
- (d) **Security of Persons and Property.** Tenant shall be fully responsible for securing the Premises at all times, any personal property on the Premises, and persons in the Premises. Tenant shall hire adequate security personnel to monitor and regulate invitee behavior and compliance with all of Tenant's covenants herein.
- (e) **Obstruction.** Tenant and Tenant Group shall not obstruct or use for storage or for any purpose other than ingress and egress, the sidewalks, entrances, passages, courts, corridors, vestibules, halls and stairways of the Premises or Access Areas.
- (f) **Personal Property.** Tenant shall not use personal property of Landlord at the Premises or Access Areas without obtaining the prior written consent of Landlord or Pastor. Notwithstanding the foregoing, Landlord grants Tenant permission to use the washers and dryers in the Convent, furniture in the Convent and School buildings, and staff of the Tenant Group may use the kitchen equipment in the Convent and School so long as it does so in a safe and responsible manner. Tenant agrees Landlord's personal property is provided in "as-is" "where-located" condition as of the Commencement Date without any warranties whatsoever. Tenant's use of Landlord's personal property is at Tenant's sole risk and expense, and Tenant agrees to maintain such personal property in good repair and condition at all times.
- (g) **Extended Absence.** If Premises will be vacant or unoccupied for a period of more than ten (10) days, Tenant shall provide Landlord with advance written notice.
- (h) **Use of Name or Logo.** Tenant shall not use the name, logo, or any other marks owned by or associated with the Landlord or Parish or the name of any representative of the Landlord or Parish. Tenant shall not hold itself out to be affiliated with or endorsed by the Parish, the Archdiocese of Chicago, and/or the Catholic Bishop of Chicago. Tenant shall promptly correct any misunderstanding regarding the relationship between the Tenant and the Parish, the Archdiocese of Chicago, and/or the Catholic Bishop of Chicago, and Landlord may request that any public advertisements or operational forms for the Use expressly confirm that the sole relationship between the parties is that of landlord and tenant. When informing third parties of its mailing address or office location, Tenant shall not make reference to the Parish, the Archdiocese of Chicago, or the Catholic Bishop of Chicago. Tenant's address shall be the street number and name only, without any reference to the Parish.
- (i) **Walls, Signs.** Tenant shall not, without the prior written consent of Landlord, attach, affix or exhibit or permit to be applied, attached, affixed or exhibited, except by Landlord or its agent, any articles of permanent character, including signage in any form, in any place in or about the Premises or Access Areas, or upon any of the appurtenances thereto. This specifically excludes the posting of asbestos warning labels pursuant to 77 ILAC 855.300(a)(6)(C). All approved signage must be removed on or before the Expiration Date or earlier termination of this Lease.

- (j) **Entrances/Exits.** Tenant shall secure all entrances and exits to the Premises at all times outside the hours of Use or when Tenant is not otherwise in occupancy of the Premises.
- (k) **Locks.** Unless Landlord gives prior written consent to each and every instance, Tenant shall not have the right to install additional locks, keyless systems, security alarms or similar devices to any door or window of the Premises. Tenant shall provide the same if Landlord consents to additional locks, keyless systems, security alarms or similar devices. At all times, Landlord shall have the right to a set of keys, codes or cards necessary to access the Premises.
- (l) **Illumination.** Unless Landlord gives prior written consent to each and every instance, Tenant shall not use any illumination other than electric light or use or permit to be brought into the Premises any inflammable oils or fluids such as gasoline, kerosene, naphtha and benzene, or any explosives or other articles hazardous to life, limb or property.
- (m) **Electricity.** Tenant shall not install or permit to be installed in the Premises any equipment which uses an amount of electrical current, together with all other equipment using electric current, in excess of the maximum amount of electrical current which can be safely used in the Premises. Tenant shall ascertain the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electric wiring in the Premises, and shall not use more than such safe capacity.
- (n) **Utility Waste.** Tenant shall not cause or permit any waste, misuse or neglect of the water, gas or electric fixtures or mechanical systems, including heating, ventilation and air conditioning systems. Tenant shall bear the cost of replacement of all lamps, tubes, ballasts and starters for lighting fixtures that it uses on the Premises. Tenant shall be responsible for damages resulting from waste, misuse or neglect, including damages arising from unauthorized changes to the thermostat or leaving windows open when the heating system is on.
- (o) **No Air or Roof Rights.** This Lease does not grant any rights to light or air over or about the Premises. Landlord expressly reserves exclusively to itself any and all rights not specifically granted to Tenant under this Lease. Notwithstanding anything to the contrary contained in this Lease, neither Tenant nor Tenant Group shall have any right to use the roof for any purpose without the prior written approval of Landlord.
- (p) **Animals.** Tenant shall not permit animals other than service animals on the Premises.
- (q) **Criminal Background Check and Safe Environment Training.** Tenant hereby warrants and represents to Landlord that, as of the date of the Commencement Date and throughout the Term, all of Tenant's employees, volunteers, officers, agents, consultants, vendors and contractors forming part of the Tenant Group onsite at the Premises, shall have received safe environment training from a qualified third-party in the business of providing safe environment training and shall have been subject to, and passed, criminal background checks performed by a professional third-party in the business of performing criminal background checks on behalf of Tenant with

no convictions for felonies or crimes against children under state, local or federal laws.

8. **CONDITION ON POSSESSION/DISCLAIMER OF WARRANTIES.** Tenant shall take possession of the Premises and Access Areas in “**AS-IS, WHERE-IS**” condition subject to all of the terms, conditions, covenants and agreements contained herein. Tenant agrees that Landlord has not made any representations regarding the condition and/or repair of the Premises and/or Access Areas, nor any agreement to decorate, alter, clean or improve the Premises and/or Access Areas that are not expressly set forth in this Lease. Landlord makes no representations or warranties, of habitability, fitness for a particular purpose or otherwise, whether express or implied, about the condition of the Premises and/or Access Areas; the quality of the air, water in and around and/or provided to the Premises and/or Access Areas; the presence of Hazardous Substances (as hereinafter defined) above, in, on, or under the Premises and/or Access Areas; compliance with the Americans with Disabilities Act of 1990; compliance with any asbestos and lead-based paint laws and regulations; and compliance with any other Applicable Laws regarding or pertaining to the Premises and/or Access Areas. Tenant acknowledges that it is Tenant’s sole responsibility to investigate and determine the condition of the Premises and/or Access Areas and locations of any Hazardous Substances including but not limited to lead-based paint and asbestos existing in, under or on the Premises and/or Access Areas; and, Tenant acknowledges that if it has requested and been provided with any documents by Landlord concerning asbestos and lead-based paint at or on the Premises and/or Access Areas, it cannot rely on those documents or investigations done at the direction or request of Landlord, and Tenant, for itself and Tenant Group, must rely on its own investigation into the conditions of the Premises and/or Access Areas.

9. **TENANT OBLIGATIONS FOR CONDITION OF PREMISES**

(a) **Compliance with Law.** At all times during the Term or when Tenant is otherwise in possession of the Premises, Tenant shall comply with all Applicable Laws related to the condition of the Premises as well as Tenant’s use and occupancy thereof. This includes, but is not limited to construction, installation, inspection, maintenance, repair, replacement, response, operation, management, and notification requirements, if any, as needed to keep the Premises in compliance with all Applicable Laws, which include but are not limited to building codes, environmental laws, and the American with Disabilities Act (ADA). Additionally, Tenant is solely responsible for all fees, fines and costs related to such compliance. Upon request of Landlord, Tenant shall provide evidence that Tenant has complied with the terms and conditions of this Section 9(a).

(b) **Environmental Laws and Regulations.** Without limiting the generality of Subsection 9(a) above, the covenant contained in Subsection 9(a) above shall include compliance with Applicable Laws of any governmental authority relating to Hazardous Substances. “Hazardous Substances” means: asbestos, suspect asbestos, lead-based paint, polychlorinated biphenyls as these terms are defined in the Toxic Substances Control Act, 15 U.S.C. Section 2601-2692, or regulations promulgated thereunder; source, special or byproduct nuclear materials, radioactive waste, high-level or low level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42 U.S.C. Sections 2014, *et seq.*, or regulations promulgated thereunder;

and any “hazardous substance” as defined by 415 ILCS 3.215; petroleum or petroleum products or by-products; “hazardous waste” as defined by Section 5/3.15 of the Act (415 ILCS 5/3.15) or by 35 ILAC 721.03; radon; “hazardous material” as defined by 430 ILCS 50/2.05; or “waste” as defined by 415 ILCS 5/3.435. Tenant covenants and agrees that neither Tenant nor Tenant Group, shall use, bring upon, transport, store, keep or cause or allow the discharge, spill or release (or allow a threatened release) in each case of any Hazardous Substances in, on, under or from the Premises. Without limiting any other indemnification obligations of Tenant contained herein, Tenant hereby agrees to protect, indemnify, defend (with counsel acceptable to Landlord) and hold harmless Landlord, its officers, directors, and agents from and against any and all losses and claims (including, without limitation, (i) reasonable attorney’s fees, (ii) liability to third parties for toxic torts and/or personal injury claims, (iii) fines, penalties and/or assessments levied or raised by any governmental authority or court, and (iv) assessment, remediation and mitigation costs and expenses and natural resource damage claims) arising out of, resulting from or connected with any Hazardous Substances used, brought upon, transported, stored, kept, discharged, spilled, disturbed, or released by Tenant or any member of the Tenant Group in, on, under or from the Premises.

- (i) Hazardous Substances. In the event Tenant or Tenant Group or any other person brings any Hazardous Substance into, under, or onto the Premises, or performs work which generates Hazardous Substances, Tenant and Tenant Group shall, at its own expense, use, handle, store, generate, treat, transport and dispose off-site all such Hazardous Substances in compliance with all Applicable Laws relating to or imposing liability as standards of conduct concerning such Hazardous Substances, all at Tenant’s own expense.
- (ii) Notice of Violation/Release. Without limiting the generality of Subsection 9(d) below, the covenant contained in Subsection 9(d) shall include Tenant's obligation to provide Landlord with prompt written notice upon Tenant’s obtaining knowledge of the existence of any Hazardous Substances on, in or under the Premises in violation of Applicable Laws and of any potential or known release or threat of release of any Hazardous Substances affecting the Premises. With that notice, Tenant shall describe the location of the Hazardous Substances, how Tenant became aware of it, and, if a release, how and when it occurred and what was and will be done by Tenant in response to it.
- (c) Notices. Tenant immediately shall forward to Landlord a copy of any notice relating to Landlord’s Property that Tenant receives from any governmental authority or agency, including but not limited to municipal or county building inspectors and the fire department, regarding any alleged violation of Applicable Laws. Tenant shall promptly provide notice to Landlord of any inspections scheduled to be performed by any governmental authority or agency. If an inspection was unannounced, Tenant shall promptly provide notice to Landlord after the inspection has been performed.
- (d) Tenant Repair and Maintenance; Capital Improvements. Except as otherwise expressly provided herein, Tenant shall, at Tenant’s sole risk, cost and expense, have

the following obligations with respect to the Premises and Access Areas:

- (i) Inspect, Clean and Keep in Good Order. Regularly inspect, clean and keep such areas in good order and condition at all times, which shall include without limitation Tenant's obligation to clean such areas daily including trash and debris removal from the Parking Area; and collect and place waste and recyclables in the dumpsters or other receptacles designated by Landlord or Pastor, as well as Tenant's obligation to remove all waste and recyclables on a regular basis if waste and recyclables are not removed by local municipal services. If such waste and recyclables are not removed by local municipal services, Tenant shall reimburse all of Landlord's costs incurred to obtain a scavenger vendor to remove such waste and recyclables;
- (ii) Regular Maintenance and Repair. Responsibility for all regular maintenance and repair, including but not limited to the prompt and adequate repair or replacement of all items damaged as a result of Tenant's use and occupancy of the Premises and Access Areas or which have exhausted their useful life, including without limitation Tenant's obligation to repair or replace damaged, broken or non-functioning furniture, fixtures, equipment, systems and appurtenances with materials at least equal in quality and class to the original materials, subject to the approval of Landlord and within any reasonable period of time specified by Landlord or Pastor;
- (iii) Conduits. Responsibility for all costs and expenses associated with repairing or replacing water, sewer, electricity and gas conduits or pipes serving the Premises;
- (iv) Responsibility for Capital Improvements. Tenant shall be solely responsible for performing all Capital Improvements. For purposes of this Lease, a "Capital Improvement" or "Capital Improvements" shall be defined as any project that: (i) is not an obligation of Tenant under Section 9; (ii) is necessary in Landlord's reasonable discretion to provide for the safe and legal operation of the Premises as provided in Applicable Law; and (iii) according to generally accepted accounting principles, is to be treated by Landlord as a depreciable item and not as a current expense, including substantial repairs to, or replacements of, foundations, roofs, structural walls, brick work, boiler and heating systems, window casements, fire alarms, annunciator panels, sprinkler systems, parking lots, and masonry work.
- (v) Boiler. Without disruption to asbestos, if any, hire a qualified technician to perform annual cleaning, maintenance, routine repairs and quarterly inspection of the boiler serving the Premises and provide written evidence thereof to Landlord within fifteen (15) days of such cleaning or inspection;
- (vi) Asbestos & Lead Paint. Inspect, maintain, and, to the extent required by Applicable Laws as a result of this Lease and the Use, abate and clean up any asbestos, suspect asbestos, and lead-based paint, by properly trained and credentialed persons in compliance with Applicable Laws;
- (vii) Security; Fire; Carbon Monoxide. Responsibility to keep, maintain and replace

all security alarm systems and fire protection/life safety systems, including but not limited to fire alarms, smoke detectors, pump tests and fire escape inspections, as well as a carbon monoxide protection and warning systems;

(viii) Pest control. Responsibility for maintenance to keep the Premises and Access Areas free from insects, rodents, vermin and other noxious animal infestation; and

(ix) Janitorial Supplies. Tenant shall be responsible for acquiring and maintaining all janitorial supplies for the Premises.

(e) Maintenance Request. Landlord shall have no obligations to respond to or provide any services with respect to maintenance requests issued by Tenant or Tenant Group.

(f) Licensed Contractors. Tenant shall promptly perform all repairs using licensed workers, as may be required, for which Tenant is responsible in a manner that will not interfere (except to a de minimis extent) with the use of the Premises, Access Areas or Landlord's Property by other occupants.

10. **LANDLORD OBLIGATIONS**. Tenant acknowledges and agrees that: (a) Landlord shall have no obligations to provide any services other than the extension of electrical, gas, and water (collectively "Utility Service(s)") to the Premises as those services are received by Landlord at Landlord's Property from the respective supplier of each Utility Service; (b) Landlord shall have no liability to Tenant for any interruptions to the Utility Services and Tenant hereby releases and discharges Landlord from and against any claims or damages resulting from such interruptions; and (c) Landlord shall have no obligation to perform any acts or pay any expenses, charges, obligations, or costs of any kind whatsoever with respect to the Use or Tenant's general use or occupancy of the Premises during the Term and Tenant shall indemnify, defend and hold Landlord harmless from and against third party claims and damages related thereto.

11. **TENANT'S WORK ON PREMISES; ADDITIONS; ALTERATIONS**

(a) **Communication**. For purposes of this Section 11, the term Landlord shall expressly include both the Pastor and the Real Estate Department, collectively, at the addresses shown in the Section 30.

(b) **Intentionally Omitted**.

(c) **Consent**. Tenant shall not, without the prior written consent of Landlord in each instance, make any repairs, replacements, improvements, alterations and/or additions, including but not limited to Capital Improvements (collectively the "Work") to the Premises. Any references to "Work" herein shall include the Initial Work.

(d) **Consent Review Fee**. Tenant understands that the Landlord will incur additional costs to review proposed plans for any Work. Tenant shall pay Landlord a fee of \$1,000 to compensate the Landlord for its review of such Work (such \$1,000 being a reasonable estimate of Landlord's cost to perform such review); provided, however, that as a concession to Tenant, Landlord agrees to waive this fee, unless Tenant fails to comply with all requirements of this Section 11, in which case Tenant shall be required to pay this review fee of \$1,000 plus any other actual damages resulting from the Work

and other amounts or remedies provided hereunder or at law.

- (e) **Plans, Specifications, Contractors, Permits, Etc.** If Landlord gives its consent to any Work, Landlord's consent is deemed granted, then, prior to commencing any Work:
- (i) Tenant shall submit to Landlord for Landlord's review and approval any construction plans and specifications and any amendments thereto showing the Work in reasonable detail.
  - (ii) Landlord has provided its standard pre-qualification requirements for contractors and Tenant shall include such requirements in its selection process, provided such requirements do not violate Applicable Laws. Following selection, Tenant shall submit to Landlord for Landlord's approval the names and addresses of all contractors and copies of all contracts with such contractors, and any amendments thereto. Prior to the commencement of any Work, Tenant must obtain confirmation from Landlord that Tenant's proposed contractors comply with Landlord's standard pre-qualification requirements as provided to Tenant above.
  - (iii) Tenant shall submit to Landlord its contractor's certificates of insurance evidencing insurance against liabilities that may occur during the performance of or otherwise arise out of any Work, which insurance policy shall name Landlord as an additional insured thereunder. Such insurance shall include a Builder's Risk Insurance and General Contractor's Bond. Tenant shall require contractors and subcontractors performing the Work on the Premises to procure and maintain during the course of any Work: (x) Broad Form Commercial General Liability insurance policy naming "The Catholic Bishop of Chicago, an Illinois corporation sole" as an additional insured and (y) Workers' Compensation insurance policy with statutory limits and Employer's Liability insurance policy with limits of at least \$1,000,000. Contractors' and subcontractors' insurance policies shall expressly state that they are primary and non-contributing with respect to any other insurance maintained by Landlord and Tenant.
  - (iv) Tenant shall submit to Landlord copies of all necessary permits evidencing compliance with all ordinances and regulations of the city, county and state in which the Premises is located.
- (f) **Tenant Deliveries.** Within thirty (30) days of completing any Work:
- (i) Tenant shall deliver "as-built" drawings of the alterations or additions, or an accurately marked record set of drawings showing the actual location of said Work.
  - (ii) Tenant shall deliver to Landlord evidence of payment, contractors' affidavits and full and final waivers of all liens for labor, services or materials all in form reasonably satisfactory to Landlord.
- (g) **Certain Conditions**
- (i) **Indemnification of Contractor's Work.** Tenant shall defend, indemnify and

hold Landlord harmless from all costs, damages, liens and expenses related to the Work. Any Work done by Tenant's contractors pursuant to this Section shall be done in a first-class workmanlike manner using only good grades of materials and shall comply with all insurance requirements and all Applicable Laws.

- (ii) Increased Property Insurance. Tenant agrees to pay the increase in property insurance that may result from any Work.
- (iii) Removal of Alteration. As a condition expressly stated at the time of providing its consent required for any Work, Landlord may elect to require that Tenant remove, at Tenant's sole risk, cost and expense, all such Work or certain additions or alterations performed upon the Premises by Tenant as part of such Work, at the expiration or earlier termination of the Lease and to repair the affected areas to their original condition. Any Work or other improvements or alterations made to the Premises by Tenant which are not required to be removed by Landlord shall become Landlord's property at the expiration or earlier termination of the Term without compensation to Tenant.
- (iv) Discovery of Underground Tanks or Other Unexpected Conditions. Tenant agrees that it will be responsible for all costs and expenses incurred by the Landlord for the movement, remediation or any other incident cost associated with underground tanks or other unexpected conditions on Landlord's Property, to the extent that such is the result of Work performed by Tenant.

(h) **Work Review**.

- (i) Work Review Fee. Tenant understands that the Landlord will incur additional costs to observe the progress of the design and construction of any Work to determine whether any of these activities may damage or impair the structural integrity of the Premises or other property of the Landlord and Tenant agrees to reimburse the Landlord for the actual costs incurred by Landlord in its reasonable discretion to review and approve any such Work. Tenant understands and agrees that by performing these activities, Landlord is undertaking these activities solely for its own benefit and not for the benefit of the Tenant or anyone else. Tenant understands and agrees that Landlord by undertaking these activities is not doing so as the contractor, architect, engineer, construction manager, construction contract administrator, project manager, representative or agent of the Tenant.
- (ii) Work Review Fee Waiver. Notwithstanding the foregoing, as a conditional concession to the Tenant, Landlord agrees to waive this fee unless Tenant fails to comply with all requirements of this Section 11, in which case Tenant shall be required to pay the 10% plus any other actual damages resulting from the Work and other amounts or remedies provided hereunder or at law.

12. **COVENANT AGAINST LIENS**. Tenant shall not permit mechanics' or other liens to be placed upon the Premises or Tenant's leasehold interest in connection with any work, alterations, improvements or services done or purportedly done by or for the benefit of Tenant. Tenant shall give Landlord notice at least fifteen (15) days prior to the commencement of any

such work in or to the Premises to afford Landlord the opportunity, where applicable, to post and record notices of non-responsibility. Landlord shall authorize Tenant, at Tenant's sole risk, cost and expense, to contest such liens in accordance with all procedures available under Applicable Laws. Tenant, within twenty (20) days of either a failure to file a contest of such liens or notice of the final denial of any such contest, shall fully discharge any such lien by settlement, by bonding or by insuring over the lien in the manner prescribed by the applicable lien law and, if Tenant fails to do so, Tenant shall be deemed in Default under this Lease and, in addition to any other remedies available to Landlord as a result of such Default by Tenant, Landlord, at its option, may bond, insure over or otherwise discharge the lien. Tenant shall reimburse Landlord for all amounts paid by Landlord, including without limitation, reasonable attorney's fees incurred to comply with this Section 12 and shall remain an indemnitor for such liens in accordance with Section 17.

13. **COVENANT AGAINST MORTGAGES & PLEDGES.** Tenant agrees that Tenant and Tenant's successors and assigns shall not have the right to mortgage, pledge, or otherwise encumber this Lease without Landlord's express written consent, which may only be given from an authorized representative of The Catholic Bishop of Chicago appointed with powers of attorney ("Authorized Signatory"). Any such mortgage, pledge, or other encumbrance to this Lease shall be subject and subordinate to the rights of Landlord hereunder unless Landlord and Tenant's lender enter into a "Subordination of Lien Agreement" in which Landlord expressly provides written consent via the Authorized Signatory and in which Landlord expressly subordinates Landlord's rights to such lender.

14. **ACCESS TO PREMISES.** Tenant shall allow Landlord free access to the Premises for the purpose of performing Landlord obligations, for inspecting the condition of the Premises and Tenant's performance of Tenant's obligations thereto, or for exhibiting the Premises and Tenant shall not interfere with the same; provided, however, that Landlord shall use good faith efforts to minimize interference with Tenant's use of the Premises. Landlord shall use good faith efforts to give Tenant twenty-four (24) hour notice to enter the Premises for such purposes unless it is an emergency or a regularly scheduled entry. Entry by Landlord shall not constitute a constructive eviction or entitle Tenant to an abatement or reduction of Rent.

15. **INSURANCE**

(a) **Tenant Insurance.** Tenant, at its sole cost and expense, shall carry and maintain the following insurance policies for the Premises and Access Areas at all times during the Term and when Tenant is otherwise in possession of the Premises, with insurance companies acceptable to Landlord having a minimum A.M. Best's Credit Rating of A, Financial Size Category -VI.

- (i) Broad Form Commercial General Liability Insurance, naming Landlord as an additional insured under such policy, with a policy limit of no less than \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (ii) Excess Liability Insurance, naming Landlord as an additional insured under such policy, with a minimum policy limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (iii) Automobile Liability Insurance for each automobile owned or leased by

Tenant (if any), naming Landlord as an additional insured under such policy, with a minimum policy limit of no less than \$1,000,000 per occurrence.

- (iv) Workers' Compensation and Employers' Liability insurance, with workers' compensation policy limits in the amounts required under Applicable Law and with employers' liability policy limits of at least \$1,000,000/Accident, \$1,000,000/Disease-Per Employee and \$1,000,000/Disease-Policy.
- (v) Personal property damage insurance, together with insurance against vandalism and malicious mischief, with coverage limits of not less than: (A) the full replacement value of all trade fixtures installed in the Premises by Tenant; and (B) the full replacement value of Tenant's personal property located in or around the Premises.
- (vi) During the performance of any Work, Tenant shall comply with additional insurance requirements set forth in Section 11 above.

(b) **Endorsements**

- (i) The commercial general liability insurance policy and the excess liability policy shall include the Insurance Services Office Form CG 2011 0196 "Additional Insured-Manager or Lessors of Premises" endorsement, naming as additional insured "The Catholic Bishop of Chicago, an Illinois corporation sole, and its successors."
- (ii) Each of the policies required in Section 15(a) shall include the following endorsement: "The insurance afforded to the additional insured is primary insurance. If the Landlord has other insurance, which is applicable to the loss on a contributing, excess, or contingent basis, the amount of this insurance company's liability under this policy shall not be reduced by the existence of such other insurance. Any insurance carried by the additional insured shall be excess and non-contributing with the insurance provided by the Tenant."
- (iii) Each of the policies required in Section 15(a) shall include the following endorsement: "No coverages may be cancelled, terminated or reduced by this insurance company without first giving at least thirty (30) days' prior written notice to the Landlord."

- (c) **Certificates**. Prior to the Commencement Date, Tenant shall provide Landlord with certificates of insurance on the Acord 25 form and acceptable to Landlord evidencing the existence of the coverages described above during all periods which Tenant has possession of or is using the Premises. Such certificates of insurance shall name "The Catholic Bishop of Chicago, an Illinois corporation sole, and its successors" on a primary and non-contributory basis. Any certificates of insurance shall be sent to the Archdiocese of Chicago, 835 N. Rush Street, Chicago, Illinois 60611, Attention: Real Estate Office. Tenant shall not be released from any liability whatsoever if Tenant fails to maintain the coverages described above. Tenant shall not be entitled to possession of the Premises for any period during which Tenant is not covered by the required certificates of insurance. Tenant must maintain a current certificate of

insurance evidencing the existence of the insurance coverages required hereunder at all times during the Term. The failure to provide acceptable certificates of insurance or maintain current certificates of insurance shall be deemed a Default but such failure to provide acceptable certificates of insurance shall in no way be deemed a waiver of any insurance requirement.

- (d) **Self-insurance retention with excess liability coverage.** Tenant may satisfy its obligation to procure insurance by providing a letter to Landlord notifying it of the purchase of Excess Liability Insurance in the amounts required under this Lease, subject to a self-insured retention amount. Provided that Tenant meets the aforementioned condition and chooses to purchase excess liability insurance subject to the Self-Insured Amount (as defined herein), then Tenant agrees that it shall be solely responsible for all damages and amounts that would be covered by the policies and limits described in this Section 15 and that Landlord and/or Landlord's insurance provider shall not be responsible for any of Tenant's damages or monetary losses. Tenant represents and warrants to Landlord that it is self-insured for losses up to \$750,000 ("Self-Insured Amount") and agrees to be liable for Self-Insured Amount and excess liability for losses greater than such Self-Insured Amount. Furthermore, if Tenant chooses to be self-insured, subject to the terms and conditions of this Section, then Tenant shall provide to Landlord reasonable financial statements and/or its investment grade ratings upon Landlord's request at any time during the Term.
- (e) **Landlord Right to Obtain.** In the event Tenant fails to obtain, pay for and maintain any insurance required herein, Landlord may, following ten (10) days written notice to Tenant to provide an opportunity to cure as provided in Section 18 for a non-monetary default, but shall not be obligated to, obtain and maintain such insurance coverage. All premiums paid by Landlord shall be deemed Additional Rent hereunder, and shall be paid by Tenant to Landlord upon demand. In addition, Landlord may recover from Tenant, and Tenant agrees to pay as Additional Rent to Landlord, any and all reasonable expenses (including attorneys' fees) and damages which Landlord may have sustained by reason of the failure of Tenant to obtain and maintain such insurance, it being expressly declared that the expenses and damages of Landlord shall not be limited to the amount of premiums thereon.

## 16. **WAIVERS OF SUBROGATION**

- (a) Whenever (i) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through or under them, to the Premises, Access Areas, or personal property located therein, and (ii) either party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expense, or required under this Lease to be so insured, then the covered party (or the party required to be covered) and its insurer hereby release the other party from any liability the other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or to the extent of any limits required herein) and waives any right of subrogation or recovery against the other party which might otherwise exist in or accrue to any person on account thereof.
- (b) Tenant agrees to have all fire and extended coverage and property damage insurance

that is required under this Lease contain or be endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the Landlord entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of that policy or the right of the insured to recover thereunder and providing further that the Tenant and its insurer waive all rights of subrogation that they might have against the Landlord and the Landlord's insurers.

- (c) The waivers in this section only apply to the excess liability coverage provided by a third party insurer.

17. **WAIVER OF CLAIMS; INDEMNIFICATION; HOLD HARMLESS**

- (a) Except for Landlord's willful misconduct, gross negligence or intentional acts, all personal property situated in or on the Premises or Access Areas and belonging to or being used by Tenant or Tenant Group shall be at the risk of Tenant or such other person only, and Landlord shall not be liable for any damage thereto or theft, misappropriation or loss thereof.
- (b) To the fullest extent permitted by Applicable Law, Tenant, its successors and assigns, shall indemnify, defend (with counsel acceptable to Landlord) and hold forever harmless Landlord, Landlord's affiliates and all of their present and future officers, employees, agents and interests in any real property ("Landlord Protected Parties"), from and against any and all claims, obligations, liens, encumbrances, demands, injuries (including without limitation damage to property and personal injury), liabilities, penalties, causes of action, and costs and expenses, including, without limitation, orders, judgments, fines, forfeitures, amounts paid in settlement, and reasonable attorney's fees (each a "Claim" and collectively "Claims") resulting in whole or in part from: (i) the Use; (ii) any Work; (iii) the acts or omissions of Tenant or Tenant Group, occurring or alleged to have occurred in whole or in part in connection with the use, occupancy or possession of the Premises or Access Areas; (iv) Tenant or Tenant Group's violation of, or failure to comply with, all Applicable Laws; and/or (v) any Default by Tenant or Tenant Group under this Lease, but expressly excluding Claims to the extent caused by Landlord's gross negligence, intentional acts or willful misconduct.
- (c) To the fullest extent permitted by law, Tenant acknowledges that its obligations to indemnify, defend, or contribute any sums due under any Claims, including a Claim by any employee of Tenant and Tenant's obligations of defense and indemnification (per Section 17(b)), repair and maintenance (per Section 9), and its payment of Rent shall not be limited by any limitation on the amount or type of Claims payable by or for Tenant under the Workers' Compensation Act (820 ILCS 305/1, et seq.) or any other workmen's compensation acts, disability benefit acts or other employee benefit acts or by Tenant's insurance coverages.
- (d) To the fullest extent permitted by law, Tenant hereby expressly acknowledges that its governmental immunities do not limit Tenant's obligation to indemnify, defend and hold the Landlord harmless in accordance with this Section 17.
- (e) Tenant shall not be entitled to any form of equitable or implied indemnification at any time.

- (f) This Section 17 shall survive the expiration or earlier termination of this Lease.
- (g) In the event that the applicable law prohibits enforcement of any part of this Section 17 as written, then such provision shall be modified to provide the maximum indemnification allowable under that applicable law.

18. **DEFAULTS AND REMEDIES**

- (a) **Default by Tenant.** The occurrence of any one or more of the following events shall, upon the expiration of the applicable notice and cure period, constitute a material default and breach of this Lease by Tenant (“Default”):
  - (i) **Monetary Default.** The failure by Tenant to make any payment of Base Rent or Additional Rent or any other payment required to be made by Tenant hereunder as and when due within five (5) days after receipt of written notice from Landlord of such failure; or
  - (ii) **Non-monetary Default.** The failure by Tenant to observe or perform any of the terms, conditions, covenants or agreements of this Lease to be observed or performed by Tenant other than described in Subsection 18(a)(i) above within ten (10) days after written notice from Landlord of such failure (or if such failure cannot be reasonably cured within such ten (10) day period, the failure by Tenant to commence and diligently prosecute such cure within such ten (10) days).
- (b) **Landlord’s Remedies.** In the event of a Default, Landlord may at any time thereafter, and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such Default, exercise any one or more of the following remedies:
  - (i) **Late Charge.** All Rent becoming due under this Lease and remaining unpaid by the 5<sup>th</sup> of each month shall be considered late and subject to a late charge of ten percent (10%) of the Rent due hereunder for the month in which Rent was paid late.
  - (ii) **Late Interest.** All payments becoming due under this Lease and remaining unpaid by the 5<sup>th</sup> of each month shall bear interest, on a compounded basis, at a rate equal to the lesser of (i) one and a half percent (1½ %) per month, or (ii) the maximum rate allowed by law.
  - (iii) **Performance.** Landlord may, but shall not be required, to cure any non-monetary Default, and Tenant shall pay Landlord the costs thereof, including Landlord’s Costs (defined below), forthwith upon being billed for same. “Landlord’s Costs” shall mean one hundred fifty percent (150%) of any costs or expenses paid by Landlord, in order to reimburse Landlord for all overhead, general conditions, fees and other costs and expenses arising from Landlord’s actions or involvement. Landlord may enter the Premises at all reasonable times to make such repairs or replacements. Landlord will endeavor to minimize disruption to Tenant’s operations.
  - (iv) **Damages.** Landlord shall have the right to recover all damages (including

reasonable attorneys' fees) arising from any Default under this Lease in accordance with the terms and conditions hereof.

- (v) Termination. In accordance with the default provisions herein, the Landlord may elect, upon written notice to Tenant, to terminate this Lease without waiving any rights to damages or rent due for the balance of the Term. Upon the termination of Tenant's right of possession, Tenant agrees to surrender possession of the Premises involved immediately. No reentry or repossession, repairs, alterations and additions, or re-letting by Landlord shall be construed as an eviction of Tenant or as an election on Landlord's part to terminate this Lease, unless a written notice of such intention is given to Tenant, or shall operate to release Tenant in whole or in part from any of Tenant's obligations hereunder. Landlord may sue and recover judgment for any deficiencies remaining after the application of the proceeds of any such re-letting.
  - (vi) Landlord's Right to Relet. If Tenant's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, may, but need not (except as provided by Illinois statute), be relet by Landlord, for the account and benefit of Tenant, for such Rent and upon such terms and to such person or persons and for such period or periods as may seem fit to Landlord. Landlord shall not be required to accept or receive any tenant offered by Tenant. If a sufficient sum shall not be received from such reletting to satisfy the Rent hereby reserved, after paying the expenses of reletting and collection, including commissions to agents, and including also expenses of redecorating, Tenant agrees to pay and satisfy all deficiency. The acceptance of a tenant by Landlord, in place of Tenant, shall not operate as a cancellation of this Lease, nor to release Tenant from the performance of any covenant, promise or Lease herein contained, and performance by any substituted tenant by the payment of Rent, or otherwise, shall constitute only a partial satisfaction of the obligations of Tenant arising under this Lease.
  - (vii) Tenant's Obligation to Pay Rent. Tenant shall be obligated to pay all Rent arising under this Lease through the Expiration Date unless otherwise provided herein. The obligation of Tenant to pay the Rent during the Term shall not be deemed to be waived, released or terminated by the service of any five-day notice, other notice to collect, demand for possession, or notice that the tenancy hereby created will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of Tenant's right to possession of the Premises. Landlord may collect and receive any Rent due from Tenant, and payment or receipt thereof shall not waive or affect any such notice, demand, suit or judgment, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which Landlord may have by virtue hereof.
- (c) Landlord and Tenant hereby expressly acknowledge and agree that to the extent Landlord and Tenant are parties to any other lease ("Other Lease"), any Default under such Other Lease shall constitute a Default under this Lease and any Default

by Tenant under this Lease shall constitute a Default under the Other Lease thereby allowing Landlord all rights and remedies available for such Default. In addition, Tenant agrees that in the event of a Default under this Lease or the Other Lease, the Security Deposit for both leases shall be immediately forfeited.

19. **RIGHTS AND REMEDIES CUMULATIVE; NONWAIVER**

- (a) The duties and obligations imposed by this Lease and the rights and remedies available hereunder shall be in addition to, and not a limitation of, the duties, obligations, rights and remedies otherwise imposed or available by law. Rights and remedies hereunder and available by law shall be cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.
- (b) No waiver of any provision of this Lease shall be implied by any failure of Landlord to enforce any remedy on account of the violations of such provisions, even if such violation be continued or repeated subsequently, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- (c) No receipt of payment by Landlord from Tenant after the termination of this Lease shall in any way alter the length of a Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend a Term or affect any notice given Tenant prior to the receipt of such payment, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

20. **LANDLORD'S TERMINATION RIGHT**. A. Landlord shall have the express right to terminate this Lease upon ninety (90) days prior written notice to Tenant at any time and for any reason. The Lease shall then be cancelled on the date specified in such notice and Tenant shall: (i) deliver the Premises to Landlord on or before such termination date in accordance with the terms and conditions of this Lease the same as if such date were the original expiration date of the Term of the Lease; and (ii) Tenant shall pay to Landlord on or before such termination date all Rent attributable to the Premises through such date.

B. Tenant shall have the right to terminate the Term of this Lease at any time and for any reason by providing Landlord with ninety (90) days prior written notice in the manner required under the Lease; provided, however, that Tenant's right to terminate the Term under this Section shall be subject to the following terms and conditions: (i) all Work has been completed and paid for in full; (ii) Tenant is not in Default at the time Tenant provides written notice to Landlord as required herein or upon the effective date of such termination; (iii) Tenant must pay all Rent and any other charges due and payable to Landlord under this Lease in a timely manner through the effective termination date; (iv) Tenant must deliver the Premises to Landlord on or before such effective termination date in accordance with the terms and conditions of this Lease the same as if such termination date were the original Expiration Date of the Term; (v) all other obligations under Section 9 must be completed, satisfied and paid for in full prior to the effective termination date; and (vi) Tenant's right to terminate the Term under this Section is personal to the Tenant herein named and may not be transferred by sublease, assignment, merger or any other means.

21. **DISPUTE RESOLUTION; GOVERNING LAW; JURISDICTION.** In the event a dispute arises between Landlord and Tenant relating to the interpretation or enforcement of the terms and conditions of this Lease, which cannot, after reasonable diligence and efforts be resolved, then the terms and provisions of this Lease shall be governed by and construed in accordance with the laws of the State of Illinois and any suit, action or proceeding related to this Lease shall be commenced, brought, litigated and consummated in the Courts of the State of Illinois located in the County of Cook or (as applicable) the United States District Court for the Northern District of Illinois. The Tenant waives any objection which it may have at the time to the laying of venue of any proceeding brought in any such court, waives any claim that any proceeding brought in any such court has been brought in an inconvenient forum, and further waives the right to object with respect to such proceeding on the basis of jurisdiction.
22. **CONDEMNATION.** If Landlord's Property or any portion thereof shall be taken or condemned by any competent authority (a "Taking"), or if the configuration of any street, or alley, adjacent to the Premises is changed by any competent authority and such taking or change in configuration makes it necessary or desirable to remodel or reconstruct the Premises, Landlord shall have the right, exercisable at its sole discretion, to terminate this Lease upon not less than ninety (90) days' notice prior to the date of termination designated in the notice. No money or other consideration shall be payable by Landlord to Tenant if Landlord exercises this right.
23. **DESTRUCTION & DAMAGE; RESTORATION**
- (a) **Notice.** If the Premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give prompt notice thereof to Landlord.
- (b) **Partial.** In the event of a fire or other casualty that in the reasonable opinion of the Landlord substantially impairs the Use, then Landlord may terminate this Lease by giving Tenant thirty (30) days prior written notice of termination.. Provided, however, that if Tenant, in its reasonable discretion issues notice to Landlord advising that it, disagrees with Landlord on impairment of the Use, and if Tenant agrees to pay the Landlord's self-insured retention plus any amounts in excess of Landlord's excess insurance proceeds necessary to restore the Premises, then the Lease shall not be terminated. If Tenant elects to pay such amounts and have Landlord restore the Premises, Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease, by virtue of any delays in completion of such restoration provided Landlord is conducting such repairs in good faith and with reasonable diligence. Base Rent, however, shall abate on such portion of the Premises as is, from time to time, untenable as a result of such damage.
- (c) **Total.** In the event of a fire or other casualty that in the reasonable opinion of Tenant substantially impairs the Use as provided in a notice by the Tenant, then either party shall have the right to terminate this Lease as of the date of such damage upon giving written notice to the other party at any time within thirty (30) days after the date of such damage.
24. **SUBLETTING; ASSIGNMENT.** Tenant shall not have the right to assign, sublet, license, mortgage, pledge or otherwise transfer this Lease, or renew any of the foregoing rights, without

the prior written consent of Landlord in its sole discretion; except that Tenant may assign this Lease to the State of Illinois for purposes of implementing the Use without Landlord's consent; provided, however, Tenant hereby acknowledges and agrees that: (a) Tenant shall remain primarily liable under this Lease; (b) Tenant shall not be released of any obligations hereunder in the event of such assignment to the State of Illinois; and (c) Tenant shall execute such documentation reasonably requested by Landlord to effectuate such assignment, which shall be considered a condition precedent prior to any assignment taking effect.

25. **ESTOPPEL CERTIFICATES.** Tenant agrees from time to time, at Landlord's request to deliver to Landlord, within ten (10) days of Landlord's request, a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and identifying the modifications); (b) the dates to which the Rent and other charges have been paid; (c) that Landlord is not in default under any provision of this Lease (or if Landlord is in default or claimed by Tenant to be in default, the nature thereof in reasonable detail); (d) no payments other than as currently due have been made (or stating those that have been made); (e) that Tenant has accepted the Premises and the condition thereof and of improvements thereto and has no claims against Landlord or any other party with respect thereto (or stating what the nature of such claims); and (f) such other matters as may reasonably be requested by Landlord. Such certificate shall provide that any prospective purchaser, mortgagee or beneficiary may rely on such certificate.

26. **TENANCY AT SUFFERANCE; HOLDOVER TENANCY**

(a) If Tenant fails to surrender all or any part of the Premises at the expiration of this Lease, occupancy of the Premises after the expiration shall be that of a tenancy at sufferance. No failure to surrender by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary proceedings or otherwise.

(b) In Landlord's sole discretion, Landlord may elect at any time after the expiration of the Lease to treat Tenant's occupancy as a holdover tenant subject to all the terms and provisions of this Lease, having a month-to-month tenancy, and owing an amount (on a per month basis without reduction for partial months during the tenancy at sufferance) equal to the greater of: (i) 200% of the Base Rent then in effect; or (ii) Thirty-Three Thousand and 00/100 Dollars (\$33,000.00).

(c) If Landlord is unable to deliver possession of the Premises to a new tenant or to perform improvements for a new tenant as a result of Tenant's failure to surrender upon the expiration of the Term, Tenant shall be liable for all damages that Landlord incurs whether direct or consequential.

(d) Any tenancy at sufferance or month-to-month tenancy or holdover tenancy shall be subject to every term, condition, and covenant contained in this Lease.

27. **NO BROKERS.** Tenant warrants that it has had no dealings with any broker or agent who is entitled to a commission in connection with this Lease other than Landlord. Tenant shall indemnify and hold Landlord harmless from all claims of any broker or agent claiming compensation as a result of having represented Tenant in connection with this Lease.

28. **LANDLORD'S MORTGAGE/GROUND LEASE.** Landlord may have heretofore executed

and delivered or may hereafter execute and deliver a mortgage or trust deed in the nature of mortgage, both sometimes hereinafter referred to as “Mortgage,” encumbering the Premises, or portion thereof or any interest therein, and may sell and lease back the underlying land on which the Premises, or portion thereof, is situated. If requested by the holder of a Mortgage (“Mortgagee”) or by Landlord of any ground or underlying lease (“Ground Landlord”), Tenant will either subordinate its interest in this Lease to said Mortgage or ground lease or make such interest superior, and will execute such documentation as may be reasonably required by such Mortgagee or Ground Landlord.

29. **CONDITION UPON SURRENDER OF POSSESSION**. Tenant shall yield the Premises back to Landlord upon the termination of this Lease, whether such termination shall occur by expiration of the Term or in any other manner whatsoever, in good condition, ordinary wear and tear and casualty excepted (unless the casualty is the result of Tenant’s acts or omissions), broom clean and free of debris and otherwise in the same condition that existed on the Commencement Date subject to the terms and conditions of Section 11(g)(iii). Tenant shall also satisfy the requirements of this Lease regarding utilities, additions or alterations. Tenant shall arrange with Landlord a walk-through of the Premises not less than thirty (30) days prior to the expiration or earlier termination of the Lease. This provision shall survive the termination of this Lease.

30. **NOTICES**

(a) All notices, demands, consents and submissions to be made or given pursuant to this Lease shall be in writing and shall be deemed properly served if delivered by hand, or if mailed, postage prepaid, by United States certified or registered mail, return receipt requested, or if sent by a nationally recognized overnight courier, proof of delivery required, or an email that has been expressly acknowledged by recipient to have constituted good notice under this section, to the following addresses or to such other address or addressee as either party may give to the other in writing:

*If to Landlord, then to:*

Archdiocese of Chicago  
835 N. Rush Street  
Chicago, Illinois 60611-2030  
Attention: Real Estate Department  
[ewollan@archchicago.org](mailto:ewollan@archchicago.org)

*With a copy to:*

St. Bartholomew Parish  
4933 W. Patterson Ave.  
Chicago, IL 60641  
Attention: Pastor  
[mioconnel@archchicago.org](mailto:mioconnel@archchicago.org)

*If to Tenant, then to:*

Village Manager  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
Attn: [villagemanager@oak-park.us](mailto:villagemanager@oak-park.us)

*With a copy to:*

Village Attorney  
Village of Oak Park  
123 Madison Street  
Oak Park, Illinois 60302  
[pstephanides@oak-park.us](mailto:pstephanides@oak-park.us)

*With a copy to:*

Archdiocese of Chicago  
835 N. Rush Street  
Chicago, Illinois 60611-2030  
Attention: Office of Legal Services  
[gansier@archchicago.org](mailto:gansier@archchicago.org)

- (b) Notwithstanding the foregoing, if Landlord is unable to serve any such notice or demand as provided above, a notice or demand shall be deemed properly served if affixed to any door leading into the Premises, in which event the notice or demand shall be considered served at the time the copy is so affixed.

31. **INTENTIONALLY OMITTED**

32. **MISCELLANEOUS**

- (a) **No Offer or Option.** Landlord's delivery of a copy of this Lease to Tenant for Tenant's review does not constitute an offer to Tenant or an option.
- (b) **Parties; Successors.** All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to and are intended solely for the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.
- (c) **Complete Agreement.** Provisions typed on this Lease and all Exhibits referenced in and attached to this Lease are hereby made a part of this Lease. This Lease embodies the entire Lease of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Lease shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.
- (d) **Counterparts; Electronic Signatures; DocuSign.** This Lease may be executed by Landlord and Tenant in separate counterparts and such counterparts shall have the same force and effect as if the parties had executed it as a single document. An electronic copy of the signature of Landlord or Tenant which is received via facsimile, via electronic message or via the DocuSign digital transaction management platform may be treated as if the signature was an original one and shall be fully enforceable.
- (e) **Amendments in Writing.** This Lease cannot be changed, or provisions waived, orally, or by course of conduct. No modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Landlord and Tenant unless in writing and signed by both parties.
- (f) **Captions.** The captions of Sections and Subsections are for convenience only and shall not be deemed to limit, construe, affect, or alter the meaning of such Sections.

- (g) **No Agency or Partnership.** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture, a special relationship or any association between Landlord and Tenant, it being expressly understood and agreed that no act of the parties hereto shall be deemed to create any relationship of Landlord and Tenant other than the relationship between landlord and tenant. Landlord and Tenant acknowledge and agree that Landlord shall not be deemed a vendor of Tenant by virtue of entering into this Lease and Landlord shall not be subject to any procurement policies, procedures, rules, regulations or requirements of Tenant.
- (h) **Authority.** Landlord and Tenant, and signatories hereunder, each represent and warrant that they have the power and authority to execute and deliver this Lease and to perform all the covenants to be performed by it hereunder. The parties represent that they have participated in the preparation of this Lease and, for purposes of principles of law governing the construction of the terms of an agreement, the parties further acknowledge that they have carefully read this Lease and that they have had an opportunity to have this Lease reviewed and explained to them by an attorney of their own choosing, but have either done so or declined to do so.
- (i) **Landlord's Limitation of Liability.** Tenant agrees to look solely to Landlord's interest in the building containing the Premises for the enforcement or payment of any judgment, award, order or other remedy under or in connection with this Lease or any related agreement, instrument or document or in respect of any matter whatsoever relating to this Lease, the Premises or Landlord's Property. No other assets of Landlord (or any assets of any members, partners, beneficiaries, shareholders, managers, officers, directors, employees or agents of Landlord) shall be subject to levy, execution or other procedures for the satisfaction of any remedy by Tenant. No personal liability is assumed by, nor shall at any time be asserted or enforceable against Landlord or Landlord's officers, directors, employees or agents on account of this Lease or any covenant, undertaking or agreement of Landlord.
- (j) **Force Majeure.** If Landlord shall be delayed, burdened in, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, war, weather or the act, failure to act, Tenant's Default, or any other reason beyond its control, the performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- (k) **Construction.** Except as otherwise specifically indicated, all references to Sections, Subsections and Clauses refer to Sections, Subsections and Clauses of this Lease and all references to "Exhibits" refer to the exhibits attached hereto. The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import refer to this Lease as a whole and not to any particular Section or Subsection hereof. Unless expressly stated to the contrary, reference to a Section includes all of the Subsections contained therein. The terms "include" and "including" shall be construed as if followed by the phrase "without being limited to."
- (l) **Time is of Essence.** Time is of the essence of this Lease and of every provision

hereof.

- (m) **OFAC List.** Tenant represents and warrants that it is not listed, nor is it owned or controlled by, or acting for or on behalf of any person or entity, on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, or any other list of persons or entities with whom Landlord is restricted from doing business with (“**OFAC List**”). Notwithstanding anything to the contrary herein contained, Tenant shall not permit the Premises or any portion thereof to be used, occupied or operated by or for the benefit of any person or entity that is on the OFAC List. Tenant shall provide documentary and other evidence of Tenant’s identity and ownership as may be reasonably requested by Landlord at any time to enable Landlord to verify Tenant’s identity or to comply with any Applicable Laws.
- (n) **No Third-Party Beneficiaries.** Landlord and Tenant acknowledge and agree that: (i) the terms of this Lease are for the sole benefit of Landlord and Tenant; (ii) neither Landlord nor Tenant has entered into this Lease for the benefit of any third party; (iii) if any third party does derive a benefit from this Lease, such benefit is meant to be incidental to the rights of Landlord and Tenant hereunder; and (iv) third parties shall not have any rights to enforce the terms of this Lease against Landlord or Tenant.
- (o) **Severability.** If any clause, phrase, provision or portion of this Lease or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this Lease nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances, so long as the remainder of this Lease expresses the intent of the parties.
- (p) **Reasonableness.** Wherever this Lease provides or is deemed by a court to provide that Landlord’s consent may not be unreasonably withheld, conditioned or delayed, the parties agree that religious and moral principles and operating policies of the Archdiocese of Chicago shall not be deemed unreasonable.

[ SIGNATURE PAGE FOLLOWS ]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed as set forth below.

**LANDLORD:**

**TENANT:**

**THE CATHOLIC BISHOP OF CHICAGO,**  
an Illinois corporation sole

**VILLAGE OF OAK PARK,** a body politic  
and corporate of the State of Illinois

Signature: \_\_\_\_\_  
Eric Wollan,  
Chief Capital Assets Officer

Signature: \_\_\_\_\_  
Printed Name: Kevin J. Jackson

Title: Village Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By: Christina M. Waters  
Its: Village Clerk

Date: \_\_\_\_\_, 2024

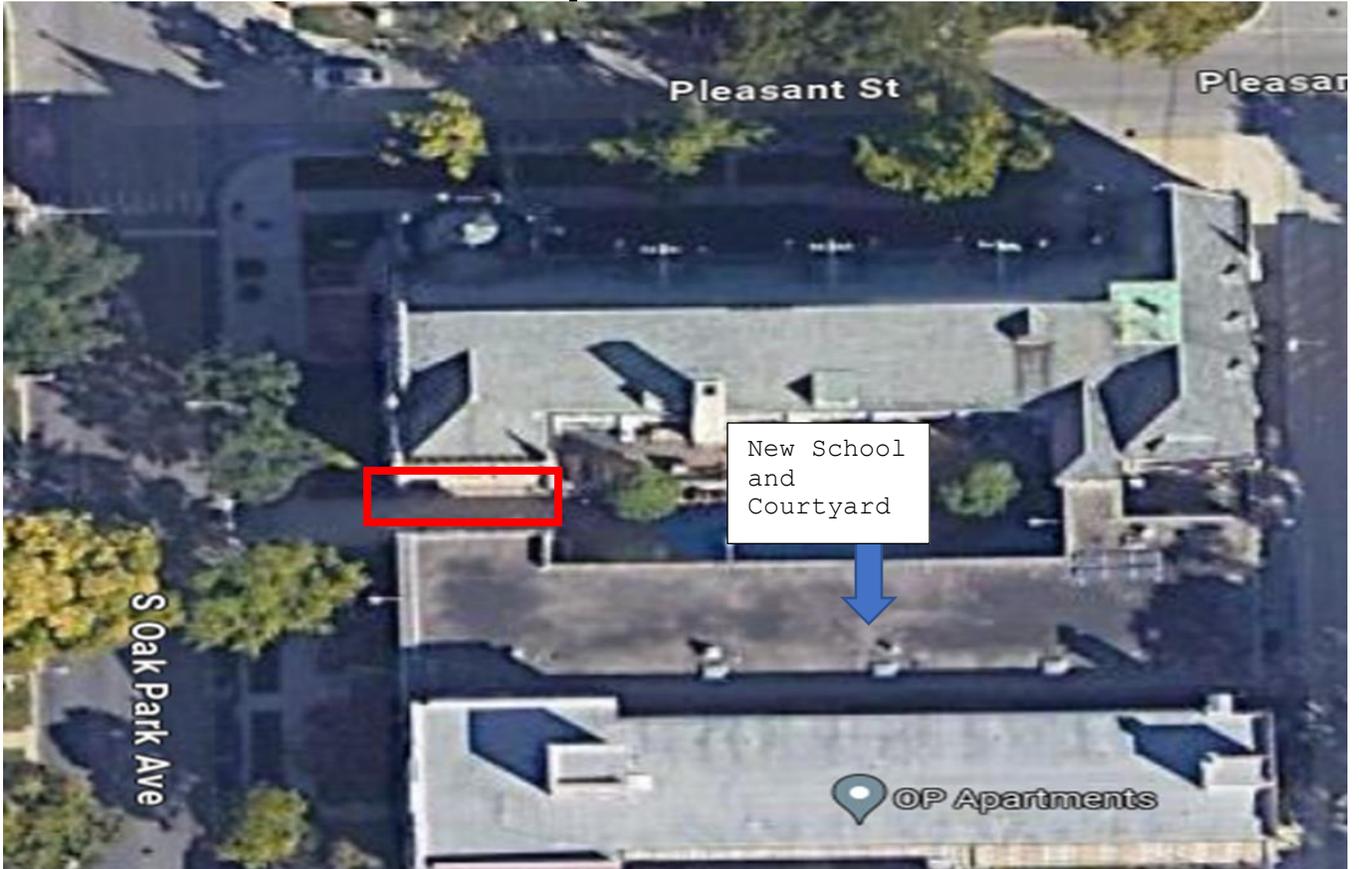
Date: \_\_\_\_\_, 2024

Acknowledged as to form by:

\_\_\_\_\_  
Rev. Carl Morello, Pastor  
St. Edmund Parish

**EXHIBIT A**

**Premises**



*Driveway reflected in red above as Ingress/Egress Area*



*Ground level view of driveway reflected above.*

**Exhibit B**  
**Village of Oak Park Lease**  
**Oak Park Family Transition Shelter & St. Edmunds Parish School**

**Key Details:**

- Address: 200 S. Oak Park Avenue
- Population: Women and Families
- Capacity: 80-120 individuals

**Shelter Policies**

Rules and expectations for residents:

- No weapons of any kind are allowed on shelter property
- No use of, or storage of any of the following are allowed on shelter property: alcohol, marijuana or other recreational drugs
- No guests are allowed within the shelter
- No violence of any kind is allowed on shelter property
- No damaging of shelter property
- No abuse or misuse of laundry facilities
- Residents must help ensure shelter property is maintained in good and clean condition
- Report rodents, ants, cockroaches, and bed bugs immediately
- For the safety and prevention of further spread to other residents, please notify staff immediately if you feel ill or sick
- *Residents may be discharged for violation of rules*

**Community Safety**

- Onsite private security 24/7
- Offsite: Oak Park Police Department
  - Frequent drive-bys conducted by OPPD
  - Beat officer will do at least one physical check in building every shift (2x per day)