

**AMENDED**  
**PARISH RIDER F TO MASTER LEASE AGREEMENT**

THIS AMENDED PARISH RIDER F TO MASTER LEASE AGREEMENT (this “Amended Rider F”) is dated as of the latter of the two dates set forth on the signature page below, but effective as of September 1, 2019 (the “Effective Date”), by and between **THE CATHOLIC BISHOP OF CHICAGO**, an Illinois corporation sole (“Landlord”) and **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate (“Tenant”). Landlord and Tenant may collectively hereinafter be referred to as the “Parties” and each a “Party.”

**WITNESSETH**

WHEREAS, Landlord and Tenant are the Parties to the Master Lease dated April 23, 2018, but effective as of July 1, 2015 (“Master Lease”);

WHEREAS, Landlord is the owner of the land and improvements commonly known as **ST. COLUMBA PARISH** (“Parish”) including: (i) the church building at 3340 E. 134<sup>th</sup> St. (“Church”); (ii) the school building 3340 E. 134<sup>th</sup> St. (“School”); (iii) the rectory building at 13323 S. Green Bay Ave. (“Rectory”); (iv) the parish hall building located at 13323 S. Green Bay Ave. (“Parish Hall”); and (v) the parking lot located to the south of the Church on E. 134<sup>th</sup> St. (“Parking Lot”), all of which are depicted on the aerial attached hereto and made a part hereof as Exhibit 1 to Amended Rider F (collectively “Landlord’s Property”); and

WHEREAS, Landlord and Tenant had previously entered into Parish Rider F dated May 9, 2018, but effective as of July 1, 2015, and which was terminated as of June 30, 2017;

WHEREAS, Landlord and Tenant wish to reinstate and amend Parish Rider F pursuant to this Amended Rider F; and

WHEREAS, pursuant to this Amended Rider F, Landlord wishes to lease to Tenant and Tenant wishes to lease from Landlord, a portion of Landlord’s Property more particularly described as the School as shown on Exhibit 1 to Amended Rider F, except for the six rooms cross-hatched as excluded space on the floor plan attached hereto and made a part hereof as Exhibit 2 to Amended Rider F (collectively “Excluded Space”) (the School, less the Excluded Space, shall hereinafter be referred to as the “Premises”), subject to and in accordance with all of the terms and conditions of the Master Lease.

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. **AMENDED RIDER F.** Sections 1 through 6 of the original Parish Rider F are hereby deleted in their entirety and replaced with Sections 1 through 8 of this Amended Rider F in lieu thereof. This Amended Rider F shall be effective from and after the Effective Date hereof through the Expiration Date of the Term of the Master Lease.

2. **GRANTS**

(a) **Master Lease/Defined Terms.** Any reference to the “Master Lease” within this Amended Rider F shall mean the terms and conditions set forth in Sections 1 through Section 31 of the Master Lease, exclusive of any terms and conditions contained within this Amended Rider F. Any reference to the “Lease” shall collectively mean both the terms and conditions of the Master Lease and the terms and conditions of this Amended Rider F. Any reference to the “Premises” within this Amended Rider F shall mean the Premises identified in this Amended Rider F. Any reference to the “Access Areas” within this Amended Rider F shall mean the Access Areas identified in this Amended Rider F. The terms and conditions of the Master Lease are hereby incorporated into this Amended Rider F and the terms and conditions of this Amended Rider F are hereby incorporated into the Master Lease. All capitalized terms not defined in this Amended Rider F shall have the meaning set forth in the Master Lease. In the event of any conflict between the terms and conditions of the Master Lease and the terms and conditions of this Amended Rider F, the terms and conditions of this Amended Rider F shall govern and control.

(b) **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises identified above, subject to all of the terms, conditions, covenants and agreements contained in the Lease.

(c) **Tenant’s School Name.** The name of Tenant’s school forming part of the Use at the Premises identified in this Amended Rider F is the Henry Clay Elementary School Pre-K Extension.

(d) **Additional Rights and Licenses.** In addition to the Premises, Landlord hereby grants to Tenant and 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 Area:** Pedestrian ingress and egress over the Landlord’s Property, to and from the Premises, upon and across the exits, entrances and sidewalks depicted on Exhibit 1 to Amended Rider F (“Ingress/Egress Area”); provided, however, that Tenant shall only use the entrance of the Premises adjacent to E. 134<sup>th</sup> Street (in between the Church and the School)

except in the case of emergency, maintenance, as needed for Tenant Group to access the Open Space, when alternate access is required by Applicable Laws or otherwise upon Landlord's prior written approval, in which case Landlord shall endeavor to provide alternate access if such alternate access is available;

- (ii) Parking Area: The right to non-exclusive use of no more than ten (10) parking spaces in the Parking Lot for the parking of automobiles on a "first-come," "first-served" basis by faculty and staff members of Tenant Group ("Parking Area"); provided, however, that Tenant shall not use the Parking Area during any Parish events, including without limitation any Masses or other gatherings on Holy Days and funerals. Landlord agrees to use reasonable efforts, but shall not be obligated, to schedule Parish events outside Tenant's hours of Use and Tenant acknowledges and agrees that Masses on Holy Days and Funerals customarily take place during such hours and shall not be scheduled outside of such hours;
- (iii) Open Space: The right to non-exclusive use of fenced-in play lot adjacent to the Premises ("Open Space") for recess and gym classes; provided, however, that Tenant hereby confirms it has enacted written policies and procedures to keep student members of the Tenant Group safe during any recess activities which would take place in the Open Space, including without limitation procedures that serve to limit access by automobiles to the portion of the Open Space where student members of the Tenant Group will be assembled and further provided that Tenant shall not use the portion of the Open Space during any Parish events, including without limitation any Masses or other gatherings on Holy Days and funerals. Landlord agrees to use reasonable efforts, but shall not be obligated, to schedule Parish events outside Tenant's hours of Use and Tenant acknowledges and agrees that Masses on Holy Days and Funerals customarily take place during such hours and shall not be scheduled outside of such hours; and
- (iv) Parish Hall: Tenant has the right to non-exclusive use of the Parish Hall four (4) times a year for a purpose consistent with the Use so long as Tenant provides Landlord with dates at the beginning of the academic school year; provided, however, that: (a) Tenant shall be solely liable for its authorized use of the Parish Hall no matter whether or not the events will include adults and/or children; (b) the terms of Section 16(b) of the Master Lease shall govern all Claims resulting from Tenant's use and occupancy of the Parish Hall; and (c) in addition to teacher supervision for events held at the Parish Hall, Tenant also agrees to provide licensed security professionals to ensure the safety and security of Tenant Group while in use of the Parish

Hall; and

- (v) Access Areas: The Ingress/Egress Area, Parking Area, Open Space and Parish Hall are hereinafter collectively referred to as "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 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.

(e) **Express Reservation of Rights by Landlord.**

- (i) No 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.
- (ii) Parish's Right to Occupancy.
  - a. Generally. Landlord expressly reserves the right to exclusive use of the Premises and Access Areas outside Tenant's days and hours of Use. If Landlord or Pastor requests occasional and temporary use of any space forming part of the Premises during the days/hours of Use, Landlord or Pastor will provide Tenant reasonable prior notice, and Tenant will use good faith efforts to accommodate such request.
  - b. Washroom Access. Notwithstanding the foregoing or anything else to the contrary herein contained, and subject to good-faith prior notification consistent with the twenty-four (24) hour time period set forth in Section 13 of the Master Lease from Pastor to Tenant's school administrative staff respecting the happening of Parish events, including but not limited to Masses or other gatherings on Holy Days and funerals, Tenant shall grant Parish clergy, staff and its parishioners the right of access to and use of the washroom within the administrative office area of the Premises as shown on Exhibit 2 to Amended Rider F during Tenant's days/hours Use for such Parish events upon Parish clergy, staff and parishioners first checking in

with Tenant's school administrative staff. For purposes of clarity, the designation of the washroom as an access area on Exhibit 2 to Amended Rider F is for convenience only and it is not meant to be considered an Access Area as that term is defined hereunder. The Parties agree that this Section 2(e)(ii)(b) shall not be deemed to apply to or affect any other Tenant school locations under the Master Lease or diminish either Party's rights under Section 13 of the Master Lease generally.

c. Parish Access During Days/Hours of Tenant Use.

- i. As an accommodation to Tenant, Landlord hereby agrees to notify Parish staff that during Tenant's days/hours of Use, Parish staff should: (a) avoid entering the Premises unless necessary and permitted under the Master Lease; and (b) check-in with Tenant's school administrative staff who shall have the right to be present when such access is necessary and so permitted.
- ii. Notwithstanding the foregoing, the Parties acknowledge and agree that: (a) this Section 2(e)(ii)(c) shall not be deemed to apply to or affect any other Tenant school locations under the Master Lease or diminish either Party's rights under Section 13 of the Master Lease generally; and (b) Landlord's sole obligation under this Section 2(e)(ii)(c) is to notify Parish staff as provided herein and any failure by Parish staff to follow such directive shall not be considered a breach or default under the Master Lease or this Amended Rider F by Landlord.

3. ADDITIONAL USE.

- (a) If Tenant requests a one-time use of the Premises outside the days/hours of Use, Tenant shall notify Landlord and Pastor as soon as reasonably practicable and Pastor shall use good faith efforts to accommodate Tenant's request; provided, however, that such additional one-time use shall be in accordance with and subject to the terms and conditions of this Lease as well as any additional terms and conditions imposed by Pastor.
- (b) In the event Tenant requests ongoing and regular use of the Premises outside Tenant's days/hours of Use, such additional use of the Premises must be approved in advance in writing by both Pastor and Principal pursuant to the additional use authorization form attached hereto and made a part hereof as Exhibit 3 to Amended Rider F ("Additional Use Authorization Form"), which additional use shall be in

accordance with and subject to the terms and conditions of this Lease as well as any additional terms and conditions imposed by Pastor as shown the Additional Use Authorization Form. In addition, Tenant shall provide a monthly schedule of all ongoing and regular uses of the Premises which are outside Tenant’s days/hours of Use and authorized by an Additional Use Authorization Form on or before the twentieth (20<sup>th</sup>) day of the preceding month.

4. **BASE RENT.** Subject to the terms and conditions of the Lease, Tenant covenants to pay Landlord, as base rent for the Premises during the Term (“Base Rent”), the following amounts:

<b>Period</b>	<b>Period Amount</b>	<b>Monthly Amount</b>
9/1/2019-6/30/2020	\$69,862.20	\$6,986.22
7/1/2020-6/30/2021	\$86,768.81	\$7,230.73
7/1/2021 6/30/2022	\$89,805.72	\$7,483.81
7/1/2022 6/30/2023	\$92,948.92	\$7,745.74
7/1/2023 6/30/2024	\$96,202.13	\$8,016.84
7/1/2024 6/30/2025	\$99,569.20	\$8,297.43

5. **ADDITIONAL RENT.** In addition to Base Rent and any additional rent set forth in Section 5 of the Master Lease, Tenant shall pay the following costs as additional rent (collectively “Additional Rent”):

- (a) **Electrical Service Costs:** Tenant shall be responsible for paying the cost of electricity serving the Premises as provided herein. Electrical service is not separately metered for the Premises. Effective as of the Commencement Date and each anniversary thereafter, Tenant shall provide Landlord with a monthly payment in the amounts and at the rates that follow in satisfaction of electrical charges incurred or to be incurred by Landlord on behalf of Tenant each Lease Year referenced below:

<b>Period</b>	<b>Period Amount</b>	<b>Monthly Amount</b>
9/1/2019-6/30/2020	\$ 9,486.70	\$ 948.67
7/1/2020-6/30/2021	\$ 11,725.59	\$ 977.13
7/1/2021 6/30/2022	\$ 12,077.36	\$ 1,006.45
7/1/2022 6/30/2023	\$ 12,439.68	\$ 1,036.64
7/1/2023 6/30/2024	\$ 12,812.87	\$ 1,067.74
7/1/2024 6/30/2025	\$ 13,197.26	\$ 1,099.77

In addition to the foregoing, Landlord and Tenant acknowledge and agree that Tenant has installed window air conditioning units in the Premises and as a

condition of Landlord’s consent to such air conditioning units, Tenant agrees to pay the following additional electric costs:

Period	Period Amount	Monthly Amount
9/1/2019-6/30/2020	\$ 1,197.40	\$ 119.74
7/1/2020-6/30/2021	\$ 1,479.93	\$ 123.32
7/1/2021 6/30/2022	\$ 1,524.33	\$ 127.02
7/1/2022 6/30/2023	\$ 1,570.06	\$ 130.83
7/1/2023 6/30/2024	\$ 1,617.16	\$ 134.76
7/1/2024 6/30/2025	\$ 1,665.67	\$ 138.80

- (b) **Gas Service Costs:** Tenant shall be responsible for paying the cost of natural gas serving the Premises as provided herein. Gas service is not separately metered for the Premises. Effective as of the Commencement Date and each anniversary thereafter, Tenant shall provide Landlord with a monthly payment in the amounts and at the rates that follow in satisfaction of gas charges incurred or to be incurred by Landlord on behalf of Tenant during each Lease Year referenced below:

Period	Period Amount	Monthly Amount
9/1/2019-6/30/2020	\$ 13,263.00	\$ 1,326.30
7/1/2020-6/30/2021	\$ 16,393.06	\$ 1,366.08
7/1/2021 6/30/2022	\$ 16,884.85	\$ 1,407.07
7/1/2022 6/30/2023	\$ 17,391.40	\$ 1,449.28
7/1/2023 6/30/2024	\$ 17,913.14	\$ 1,492.76
7/1/2024 6/30/2025	\$ 18,450.54	\$ 1,537.54

6. **TENANT’S WORK ON PREMISES; ADDITIONS; ALTERATION.** Tenant shall not perform any Work without obtaining the prior written consent of Landlord and Pastor in each instance and Tenant must comply with all terms and conditions of the Lease, including but not limited to Section 11 of the Master Lease, with respect to the Work.
  
7. **PARISH NOTICE ADDRESS.** All notices sent by Tenant to Landlord under Section 29 of the Master Lease shall include a copy to the Parish, in the same manner as provided in Section 29, at the following address: St. Columba Parish, 13323 S. Green Bay Ave., Chicago, IL 60633; Attention: Pastor.
  
8. **EXHIBIT A TO MASTER LEASE.** The Parties hereby acknowledge and agree that as of the Effective Date hereof, Exhibit A to the Master Lease shall be deemed to include the

Premises under this Amended Rider F as follows.

Amended Parish Rider F	St. Columba/ 13323 S. Green Bay Ave.	Clay
------------------------	--------------------------------------	------

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, Landlord and Tenant have caused this Amended Rider F to be duly executed.

**LANDLORD:**

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

Signature: *Eric Wollan*  
Eric Wollan,  
Chief Capital Assets Officer

Date: 9/9/2019

Acknowledged as to form on behalf of Parish:

*See Following Page*  
Rev. Charles W. Watkins, Pastor,  
St. Columba Parish

**TENANT:**

**BOARD OF EDUCATION OF THE CITY  
OF CHICAGO,** a body politic and corporate

Signature: *Arnaldo Rivera*  
Arnaldo Rivera  
Chief Operating Officer

Date: September 9, 2019

Approved as to Legal Form: *[Signature]*

By: *Joseph T. Moriarty*  
Joseph T. Moriarty,  
General Counsel

Board Report No. 18-0228-OP1

IN WITNESS WHEREOF, Landlord and Tenant have caused this Amended Rider F to be duly executed.

**LANDLORD:**

**TENANT:**

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

**BOARD OF EDUCATION OF THE CITY  
OF CHICAGO,** a body politic and corporate

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


Signature: \_\_\_\_\_  
Arnaldo Rivera  
Chief Operating Officer

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

Approved as to Legal Form:

Acknowledged as to form on behalf of Parish:

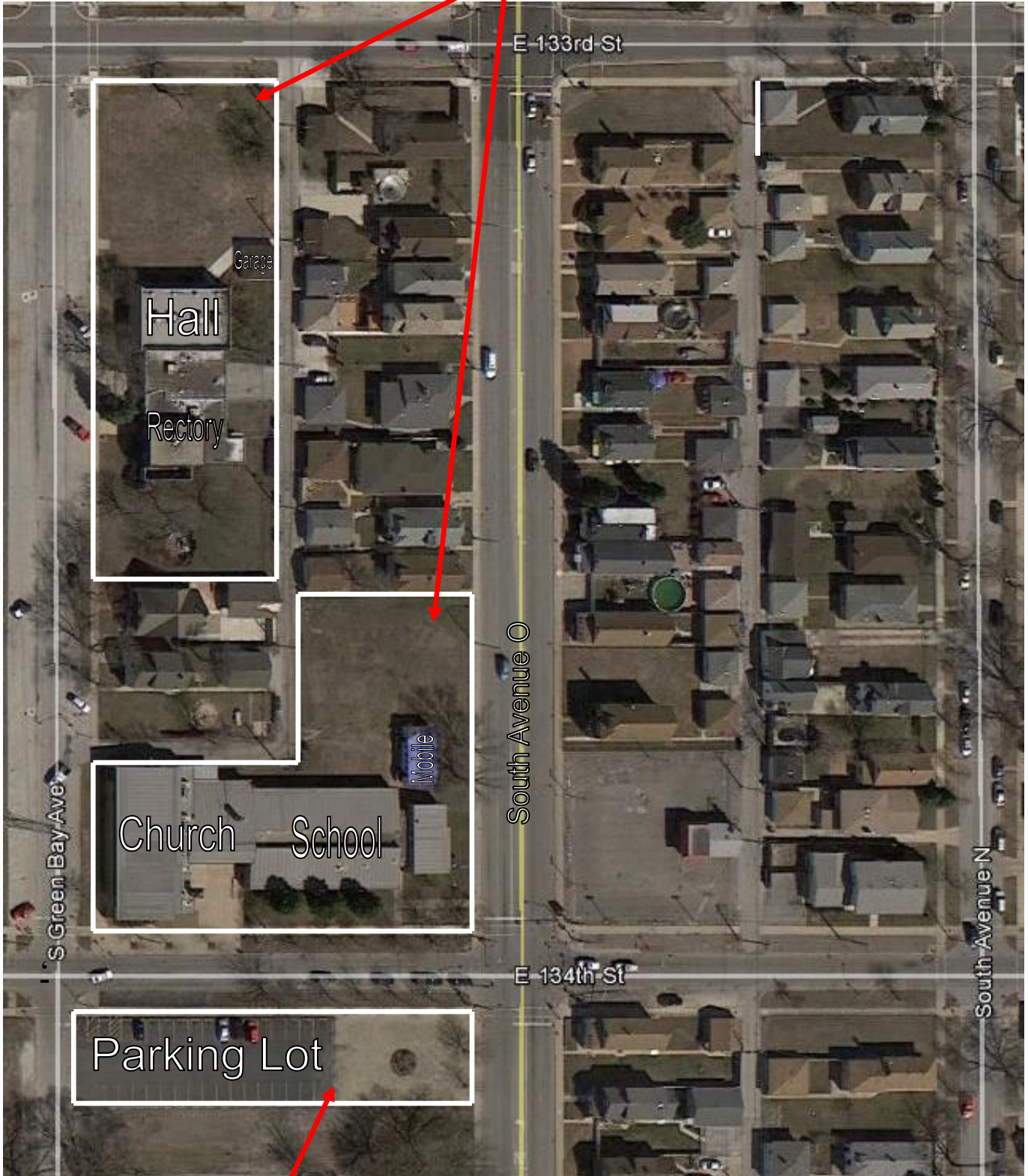
By: \_\_\_\_\_  
Joseph T. Moriarty,  
General Counsel

  
\_\_\_\_\_  
Rev. Charles W. Watkins, Pastor,  
St. Columba Parish

Title: \_\_\_\_\_

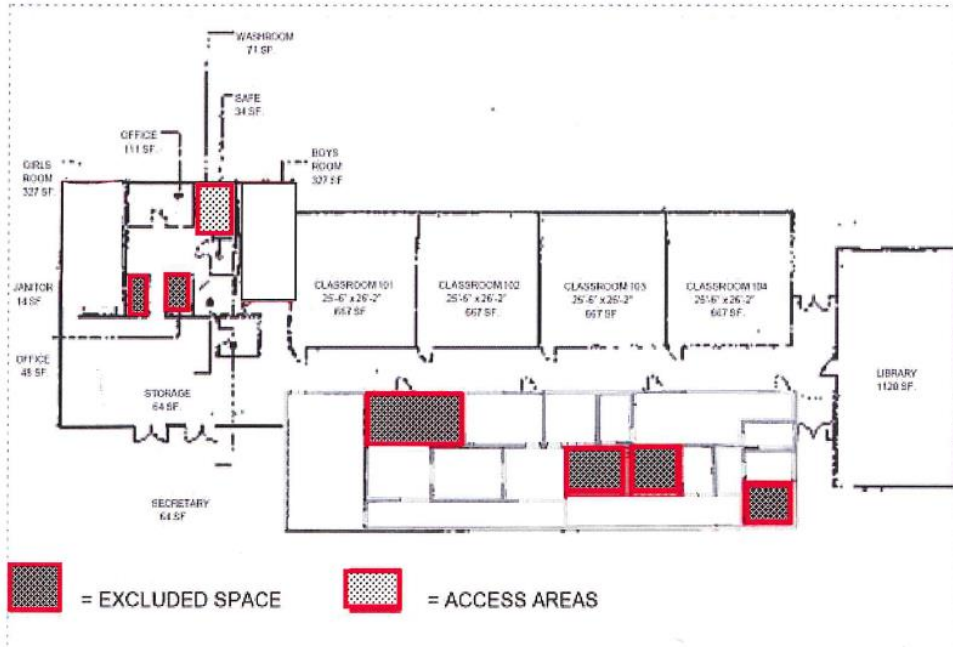
**EXHIBIT 1 TO AMENDED RIDER F**

Landlord's Property



Landlord's Property

**Exhibit 2 to Amended Rider F**



**EXHIBIT 3 TO AMENDED RIDER F**

**Additional Use Authorization Form**

*No revisions may be made to this Authorization Form other than to fill in the business terms requested below. Any changes to this Authorization Form will not be binding upon the Parties.*

PARISH NAME: \_\_\_\_\_

CPS SCHOOL NAME: \_\_\_\_\_

DATES OF ADDITIONAL USE: \_\_\_\_\_

CLASSROOM OR OTHER SPACE AUTHORIZED FOR ADDITIONAL USE: \_\_\_\_\_

SPECIAL RULES OR ADDITIONAL FEE: \_\_\_\_\_

APPROVED BY:

**LANDLORD:**

**TENANT:**

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

**BOARD OF EDUCATION OF THE CITY  
OF CHICAGO,** a body politic and corporate

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Pastor of Above-Referenced Parish

Title: Principal of Above-Referenced CPS  
School

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

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