AMENDMENT TO LEASE

THIS AGREEMENT made and entered into this 1st day of November, A.D., 1982, by and between THE CONGREGATION OF THE THIRD ORDER OF SAINT FRANCIS OF MARY IMMACULATE, JOLIET, a Corporation, hereinafter referred to as "Lessor" and COLLEGE OF ST. FRANCIS, a Corporation, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the parties previously entered into a Lease dated June 1, 1977, hereinafter sometimes designated as Tower Hall Lease; and

WHEREAS, the parties wish by this instrument to amend the Tower Hall Lease as provided herein;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The lease term of that portion of the Tower Hall Lease outlined in red as shown in Exhibit A attached hereto and made a part hereof, hereinafter sometimes referred to as "gymnasium site," is extended to May 31, 2022. All other provisions of the Tower Hall Lease shall remain in full force and effect and the term extension shall apply only to said "gymnasium site."

2. Lessee shall construct a gymnasium on the gymnasium site at its sole cost and expense and shall begin said construction not later than November 1, 1988, and failing so to
do, this instrument shall terminate on said date and the rights and obligations of the parties hereto shall thereafter be the same as if this instrument and agreement had not been made.

3. Said gymnasium shall be constructed by Lessee free and clear of any valid claim for a mechanic's or materialmen's lien.

4. That part of the gymnasium site not improved with the gymnasium building shall be used for ingress and egress to the gymnasium and also consistent with the provisions of paragraph 25 of the Tower Hall Lease.

5. All utilities, heating, ventilating and air conditioning facilities for the gymnasium shall be independent of Lessor and shall be in no way connected with such type facilities now serving both Lessor and Lessee.

6. During the term of this Lease, Lessee shall pay all expenses in any way connected with the improvements and gymnasium site including, without limitation, real estate taxes, special assessments and the like.

THE CONGREGATION OF THE THIRD ORDER OF SAINT FRANCIS OF MARY IMMACULATE, JOLIET

ATTEST:  
Its Secretary
(Corporate Seal)

BY: 
Its President

COLLEGE OF ST. FRANCIS

ATTEST:  
Its Secretary
(Corporate Seal)

BY: 
Its President

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AGREEMENT

BETWEEN THE SISTERS OF ST. FRANCIS OF MARY IMMACULATE
AND THE COLLEGE OF ST. FRANCIS

Introduction: The Congregation of the Sisters of St. Francis of Mary Immaculate has higher education as one of its apostolic works. The College of Saint Francis, Joliet, Illinois, was sponsored by and is affiliated with the Congregation of the Sisters of St. Francis of Mary Immaculate. In recognition of these facts it is agreed between the Congregation of the Sisters of St. Francis and the College of St. Francis:

FIRST

That the College of St. Francis is an autonomous institution under the laws of the State governed by its own Board of Trustees, and this is recognized by both parties.

SECOND

That the Congregation will nominate a minimum of four persons and may nominate up to one-fourth of the membership of the Board of Trustees.

THIRD

That the Congregation of the Sisters of St. Francis of Mary Immaculate recognizes the value of preparing and offering qualified religious personnel to help preserve the nature of the College of St. Francis as a Catholic College. All members of the Congregation of the Sisters of St. Francis serving at the College of St. Francis will be paid a full salary commensurate with their position, experience and credentials. The Congregation will make a yearly Agreement with the President regarding the amount of salary to be returned as a contribution to the College of St. Francis.
FOURTH

That no Congregation personnel will be employed by the College without the consent of the Congregation.

FIFTH

That all Congregation personnel employed by the College of St. Francis shall receive employee medical coverage and worker's compensation. The College shall pay the employer's share of social security (FICA) for each full time Sister employed at the College, which will match the employee share which is paid by the Congregation. The employer's share is defined as the product of the legislated FICA tax rate and the "Fair Market Cost of Living (Perquisites)" as determined by the Congregation. Congregation personnel shall not participate in the College's TIAA-CREF Program. The College shall match the average amount contributed by the Congregation to its retirement program for each full time Sister employed at the College. This contribution is determined by dividing the total annual contribution by the Congregation to its retirement fund by the total number of Sisters in the Congregation.

SIXTH

That by reason of their religious profession the assignment of all the Sisters who serve at the College of St. Francis includes the following conditions:

1. That any recompense for the services of any Sister of St. Francis will be made directly to the individual Sister and through her to the Religious Community;
2. That any Sister who terminates her relationship with the religious congregation will automatically terminate her contract with the College of St. Francis upon completion of the term of the contract. This provision does not preclude, however, an option on the part of the College of St. Francis to enter into another contractual agreement with the individual;

3. That the Congregation may call upon a Sister, even one with tenure, to serve in another apostolate. This terminates the Sister's contract with the College of St. Francis, unless an agreement is reached for a leave of absence.

SEVENTH

That any Sister who has faculty status at the College of St. Francis will give the same notice as that required of all faculty before terminating her contract, except under circumstances covered by paragraph SIXTH #2. The President of the College, after consulting with the Vice President for Academic Affairs, shall meet with representatives of the Congregation Administration as far in advance of the end of each academic year as possible to discuss Congregation personnel who may be available for service to the College the following academic year and those presently at the College who may be reassigned.

EIGHTH

That the Congregation will ratify the selection of a Contact Person by the Sisters in residence at the College of St. Francis. Her jurisdiction is limited to the operation and activities of the local religious house. The President of the College of St. Francis or his designate will negotiate with the Contact Person concerning matters that affect the religious community in residence at the College of St. Francis.
NINTH

That all financial and legal negotiations concerning buildings and land owned by the Congregation and used by the College of St. Francis will be made with the Congregation Administration by the Board of Trustees of the College.

TENTH

That the College of St. Francis will remit full tuition costs for the equivalent of 4 full-time students to the Sisters of St. Francis.

If more than this total number of courses is taken by the Sisters, the College will remit half tuition costs to the Congregation.

ELEVENTH

That the College and the Congregation will negotiate a yearly agreement on room and board charges for Sisters who reside at the College.

TWELFTH

That during the summer of any given year covered by this Agreement, the Congregation shall have a right to free use of any dormitory rooms in Tower Hall and Marian Hall, subject only to the College's right to make assignments and reassignments of the particular rooms to conform with the College's summer maintenance schedule or other scheduled utilization of these facilities.

THIRTEENTH

That this agreement shall be in effect for five years and shall continue thereafter as a yearly contract until such time as either the Board of Trustees of the College of St. Francis or the Governing Board of the Congregation of the Sisters of St. Francis of Mary Immaculate request modifications. Such request for modifications shall be in letter form between the parties.
November 2, 1983

Date

Subscribed and sworn before me
this 2nd day of November, 1983.

[Signature]
Notary Public

[Signature]
President, College of St. Francis

[Signature]
President, Sisters of St. Francis of Mary Immaculate