

LEASE AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND FAMILY SHELTER SERVICE, INC.
FOR OFFICE SPACE AT THE DU PAGE COUNTY JUDICIAL OFFICE FACILITY

THIS INDENTURE WITNESSETH: That the County of DuPage, upon the consent of the CHIEF JUDGE of THE 18th JUDICIAL CIRCUIT COURT, (hereinafter collectively "Lessor") does hereby lease and demise unto FAMILY SHELTER SERVICE, INC. (hereinafter "Lessee") the following described premises:

The room, or rooms, commonly known and described as third floor Suite C, consisting of, approximately, Two Thousand Five Hundred Fifty-Six (2,556) square feet of office space in the building known as DuPage County Judicial Office Facility, 505 North County Farm Road, in the City of Wheaton, State of Illinois, as designated in Exhibit A attached, and hereafter the "Premises."

To have and to hold said Premises for a Term of ten (10) years beginning on the first day of November 2025, and ending on the thirty-first date of October 2035 unless the Lease shall be sooner terminated as hereinafter provided.

By executing this Lease Agreement (hereinafter "Agreement"), the Parties mutually acknowledge and agree that, as of the effective date of this Agreement, the current Lease of the Premises executed by and between the Parties on September 13, 2022 shall be hereby terminated and of no further force and effect. The parties agree and understand that the above-described space allocation for the leased Premises is subject to change and/or relocation at Lessors' sole discretion, pending implementation of building occupancy, long-range space planning, or other logistical needs as determined by the County of DuPage and/or the Chief Judge of the 18th Judicial Circuit Court. In all such cases, however, the area of the office constituting the leased Premises shall be approximately the same size as the above-described space, and located within the DuPage County Government Complex, Wheaton, DuPage County, Illinois.

A. In consideration of the covenants of the Lessor, the Lessee covenants and agrees:

1. To pay the Lessor as rent for said Premises an annual rate of One Dollar and No Cents (\$1.00). Payments shall be made payable to the County of DuPage c/o Facilities Management, 421 North County Farm Road, Wheaton, Illinois, 60187, the first payment being due on the first day of each November annually after commencement of the lease Term. As further consideration for this lease, Lessee shall provide appropriate services to eligible persons within DuPage County which are reasonably aimed towards helping victims of domestic violence escape abuse and rebuild their lives by working to eliminate barriers, provide faster, greater and more equal access to services in an environment where survivors can feel supported and empowered to disentangle from their situation.

2. Upon taking possession of the Premises, Lessee shall maintain the Premises in good, tenantable condition throughout the term of the Lease. Lessee shall use and occupy the Premises solely for its own use and for no other purpose. Lessee will replace, at its own expense, any furnishings, fixtures or other equipment damaged or broken by the Lessee, its agents and employees. Lessee shall be further responsible for damaged or broken furnishings, fixtures or other equipment damaged by third persons in which the damage is due to Lessee's failure to exercise due care or reasonable diligence in the operation of the office, including failure to supervise its wards, charges, clients, guests and invitees.

3. Lessee shall fully indemnify, hold harmless, and defend the Lessor and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of Lessee's negligent, intentional, or reckless acts or omissions on the Lessor's property and involving Lessee's occupancy and/or use of Premises, or arising from of any act or omission, neglect or misconduct of the Lessee's employees, agents, or its subcontractors including, but not limited to, any claims that may be made by Lessee's employees, agents, and subcontractors themselves for injuries to their person or property or otherwise. Nothing contained herein shall be construed as prohibiting the Lessor, its officials, directors, officers, agents, and employees from defending any claims, suits, demands, proceedings, and actions brought against them through the selection and use of their own agents, attorneys, and experts. Pursuant to Illinois law, the attorney representing the Lessor under this paragraph must be the State's Attorney of DuPage County. The Lessor's participation in its defense shall not remove Lessee's duty to indemnify, defend, and hold the Lessor harmless as set forth above. Any indemnity as provided in this Lease shall not be limited by reason of the enumeration of any insurance coverage herein provided. Lessee's indemnification of Lessor shall survive the termination or expiration of this Lease.

4. Lessee shall provide Lessor with satisfactory proof of all insurance coverage(s) required herein prior to commencing its use and occupancy of the Premises:

- a. Lessee shall maintain a Commercial (comprehensive) General Liability insurance policy with a limit of not less than Two Million Dollars (\$2,000,000) per occurrence; Employer's Liability insurance policy with a limit of not less than One Million Dollars (\$1,000,000) per accident/disease; and Umbrella/Excess Liability Coverage with a limit of not less than One Million Dollars (\$1,000,000) per occurrence. Lessee shall further maintain Worker's Compensation Insurance where applicable in the statutorily required amount(s).
- b. Lessee shall provide Lessor with copies of all certificates of insurance and endorsements reasonably required by Lessor prior to the commencement of the lease Term, and shall further provide renewal certificates of

insurance at least fifteen (15) days prior to the expiration of any insurance policy required during the Term of the lease.

- c. The Lessee's required insurance policies shall name the Lessor, its officers, agents, and employees as additional insureds. The Certificate(s) of Insurance and Additional Insured Endorsement(s) shall state: "The County of DuPage, its officers, agents, and employees are named as additional insureds as defined in the [*insert applicable policy type*] insurance policy."
- d. The Lessee's required insurance policies shall each contain a provision that the coverage afforded will not be canceled, materially changed, or a renewal refused without providing written notice to the Lessor as an additional insured and Lessee as a named insured at least thirty (30) days prior to said cancellation, material change, or refusal to renew the insurance policy.
- e. The Lessee's required insurance shall be provided by an insurance company licensed to provide insurance in the State of Illinois and which is acceptable to Lessor. In the event Lessee is unable to secure sufficient insurance coverage prior to the scheduled date for occupancy, Lessee shall provide Lessor with proof of appropriate insurance coverage prior to commencing any use or occupancy of the Premises.

5. Lessee shall not make any alterations or additions to the Lease Premises without first obtaining the Lessor's prior written consent.

6. Lessee shall not sublet the Premises, in whole or in part, nor assign any of its rights or obligations under this lease, or any part thereof, without first obtaining the prior written consent of the Lessor.

7. At the expiration or termination of this lease, Lessee shall surrender the Premises to the Lessor in as good a condition as the Premises were in on the date of the Lessee's taking possession thereof, normal wear and tear excepted.

B. In consideration of the covenants of the Lessee, the Lessor covenants and agrees:

1. Lessee will be entitled to occupancy on the date of commencement of the Term. If for any reason occupancy is delayed, Lessee will not be liable for rent until Lessee has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given, then Lessee at its own option may terminate this lease.

2. If, during the term of this lease or any renewal and not due to the acts, omissions, recklessness or neglect of Lessee and its officers, employees, agents, and invitees, the whole or part of the premises is condemned so as to make the premises unusable or undesirable, Lessee may terminate the lease by giving written notice. If any portion of the property, building, land, leased Premises or common area are damaged by

fire, casualty, or any other cause not attributable to the acts, omissions, recklessness, or neglect of Lessee and its officers, employees, agents, and invitees, the damage shall be promptly repaired by and at the sole cost and expense of Lessor. Until such repairs and restoration are completed, the rent shall be abated in proportion to the time period that the leased premises are unusable, unsuitable or inaccessible for Lessee to fully conduct its business. Alternatively, either Lessor or Lessee may declare the lease terminated.

3. Lessor shall provide and pay for: i) All electricity used on the Premises, as may be reasonably required for the Lessee's authorized uses thereof; ii) All heat and air conditioning for said Premises, during normal business hours when outdoor weather requires; iii) All fixtures and equipment necessary for electricity, heat and air-conditioning; and iv) All necessary maintenance and repairs to all fixtures and equipment; excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the Lessee, its agents or employees to exercise due care, for which the Lessee shall reimburse the Lessor for the costs of such maintenance and repairs.

C. The Lessor and Lessee jointly covenant and agree that:

1. Lease Rules. The provisions of Rider "A" attached hereto, entitled: "Rules and Regulations," are hereby incorporated into and made a part of this Agreement. Lessee, and its employees and agents shall strictly obey said "Rules and regulations," and shall exercise all due care and supervision over its wards, charges, clients, guests and invitees to ensure that they also strictly obey said "Rules and Regulations."

2. Entire Agreement. This Agreement represents the complete understanding between the Parties regarding the lease of the Premises and supersedes all previous agreements, including the Parties previous Lease Agreement, dated [December 1, 2022, through November 30, 2026].

3. Early Termination. Either Party may terminate this Lease early without penalty upon ninety (90) days' advance written notice to the other Party.

4. Payment Liability. Lessor shall only look to Family Shelter Services, Inc., Inc. for payment of rent, or other charges, except that the Lessor shall also be entitled to insurance proceeds in the event of any claim or casualty.

5. Notices. Any notice required by the Lease shall be in writing and delivered to the following addresses and Parties:

To LESSEE:

Family Shelter Services, Inc
Attn: Nicole Carlos, Executive Director
505 N. County Farm Road
Wheaton, IL 60187

To LESSOR:

DuPage County Facilities Management Department
Attn: Director
421 N. County Farm Road
Wheaton, Illinois 60187

and

Chief Judge of the 18th Judicial Circuit Court
Attention: Court Administrator
505 N. County Farm Road
Wheaton, Illinois 60187

Notices sent by mail shall be by registered or certified mail, postage pre-paid, and return receipt requested. If notice is by facsimile transmittal, said notice shall be effective the day of delivery if sent on a business day (defined as Monday through and including Friday, except federal and state holidays) between 9:00 a.m. and 5:00 p.m., and the same notice is also simultaneously mailed via first class regular U.S. mail. Any facsimile transmittal transmitted other than on a business day between 9:00 a.m. and 5:00 p.m. shall become effective on the next business day following the transmittal.

6. Authority. The representatives signing this Agreement on behalf of the Parties certify that they have authority to execute the lease and to commit to all described covenants, to the fullest extent such Parties are duly authorized under the law to so act.

7. Governing Law and Jurisdiction. This lease is governed by the laws of the State of Illinois and will be interpreted in accordance with Illinois law. Jurisdiction shall be in the Illinois 18th Judicial Circuit Court as to any legal action or proceeding filed by either Party for litigation of rights or claims against the other.

8. Breach. Failure of either Party to comply with the terms of this lease, including but not limited to the payment of rent, the failure to obtain required permissions hereunder, the failure to complete improvements in accordance with the terms of this lease, or failure to make or complete in a reasonable time necessary repairs, is a breach of this lease. In the event of a breach by either Party, the non-breaching Party shall have the option of curing the breach and adding and/or deducting actual costs plus a reasonable administrative fee from rental payments or immediately terminating the lease. If the lease is terminated due to Lessor's breach, Lessee may remain in possession, making payment at the current monthly rate until suitable substitute premises are available. If the lease is terminated due to Lessee's breach, Lessor may retake, and Lessee shall surrender, possession of the premises within twenty-one (21) days of said termination.

9. Holdover. If, after the expiration or termination of the lease, Lessee shall retain possession of the premises, the lease shall continue in full force and effect on the same terms and conditions except the lease shall be on a month-to-month basis until terminated, but in no case may the lease continue on a month-to-month or other holdover basis for a total of more than six (6) months.

10. Force Majeure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make previously owed payments to the other Party hereunder) when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate medical supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the Impacted Party.

11. Non-discrimination. Lessee and its employees, agents, and subcontractors agree not to commit unlawful discrimination and/or sexual harassment and agree to comply with any and all statutes and rules related to the same including but not limited to applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act, and the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Environmental Barriers Act, the Illinois Public Works Employment Discrimination Act and rules applicable to each.

12. Improvements. All improvements to Premises completed on behalf of, or for use of, the Lessee, including work undertaken by the Lessee, directly or through the use of third-party vendors, shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor pursuant to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, as amended from time to time, and in compliance with the requirements of that law.

13. Waiver. The failure of any party to enforce any provision of this lease agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision

14. Severability. If any provision of this lease Agreement should be found by a court of competent jurisdiction illegal, invalid, void, or against public policy it shall be considered severable. The remaining provisions shall not be impaired, and the lease Agreement shall be interpreted as far as possible to give effect to the Parties' intent.

IN WITNESS WHEREOF, the Parties have executed this lease agreement on the date(s) indicated below.

LESSOR:

THE COUNTY OF DUPAGE

By: _____ Date: _____
DEBORAH A. CONROY
COUNTY BOARD CHAIR

By the Consent of

THE 18th JUDICIAL CIRCUIT COURT

Signature on File
By: _____ Date: 9-22-25
BONNIE M. WHEATON
CHIEF JUDGE

ATTESTED:

By: _____ Date: _____
JEAN KACZMAREK
DUPAGE COUNTY CLERK

LESSEE:

FAMILY SHELTER SERVICE OF METROPOLITAN FAMILY SERVICES DUPAGE

Signature on File
By: _____ Date: 9/17/2025
NICOLE CARLOS
EXECUTIVE DIRECTOR

Subscribed and sworn before me on
and sworn before me on
this ____ day of _____, 2025

Notary Public

RIDER "A"
RULERS AND REGULATIONS

1. SIGNAGE: No sign, picture, advertisement or notice shall be displayed, inscribed, painted or affixed on any part of the outside or inside of said building or on or about the Premises. On the directory board of the Henry J, Hyde Judicial Office Facility, Lessee may affix information pertaining to the Leased Premises, but only of such color, size and style of a material as shall be specified by the Lessor in writing.
2. EQUIPMENT: The Lessee shall not (without the Lessor's written consent) put up or operate any steam engine boiler, electric motor, portable heater, machinery or stove upon the Premises nor carry on any mechanical business thereon, nor use flammable fluid thereon. Lessee, or its agents and employees shall bring no contraband, as determined by the Sheriff of DuPage County, into the Henry J, Hyde Judicial Office Facility.
3. LOCKS AND KEYS: No additional locks shall be placed upon any doors of the Premises and Lessee shall not permit any duplicate keys to be made, as all necessary keys will be furnished by the Lessor. But if more than two keys for any door lock are desired, the additional number must be paid for by the Lessee. Upon termination of this lease, the Lessee shall surrender all keys for the Premises and the Henry J, Hyde Judicial Office Facility and give to the Lessor instructions for the combination of all locks on vault doors on the Premises.
4. DELIVERY/RELOCATION OF GOODS: All safes, furniture, boxes and other bulky articles shall be carried up into the Premises at such times and in such times and in such manner as shall be specified by the Lessor; the Lessor reserves the right to prescribe the position of all safes and other heavy articles. Any damage done to the building or to other occupants or tenants in the building by taking in or putting out a safe or other heavy equipment, or from overloading the floor in any way shall be paid for by the Lessee.
5. PROVISION OF SERVICES: Lessor agrees, in addition to the utilities herein described, to furnish hot water in the basins, pipes and faucets of the Premises for Lessee's use, and to provide building elevators and escalators, during the term of this lease. Lessor will be excused from providing such services or utilities on account of Acts of God, civil unrest, labor strikes, accidents, or other causes beyond the control of Lessor, and further except during reasonable periods for the repair of the building's apparatus and equipment. Lessor shall not be liable for any injury or damage whatsoever which may arise or result from his failure to furnish such services, regardless of the cause of said failure, claims for such injury or damage being hereby expressly waived by the Lessee.
6. CUSTODIAL SERVICE: The Lessor shall provide all ordinary custodial work for the Leased Premises. In the event that the Lessee requires extraordinary

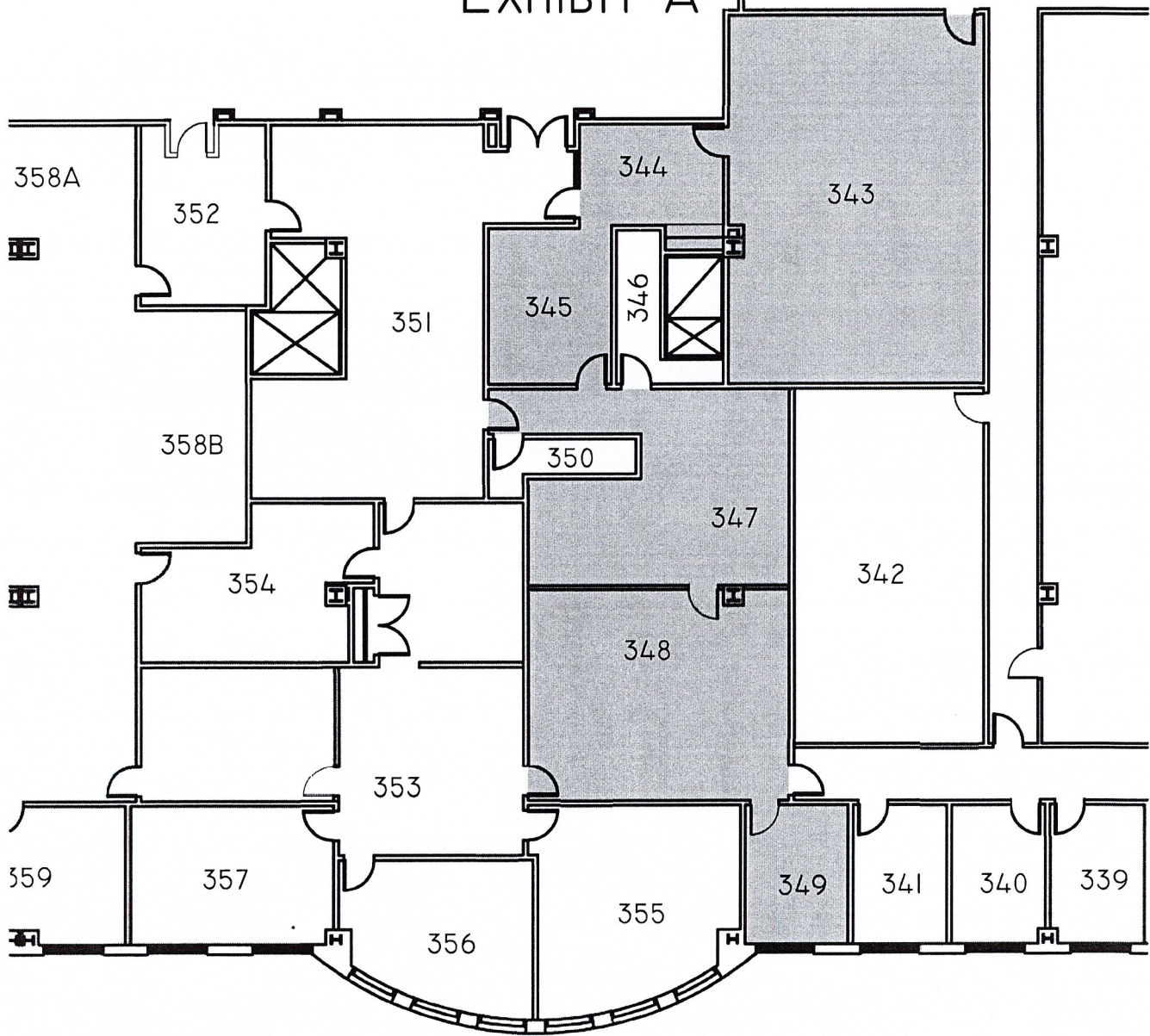
custodial services because of some special use of the Premises, the Lessee may, with the prior consent of the Lessor, employ persons to do such work, at Lessee's sole expense. Any custodian so employed by the Lessee shall submit a description of the proposed extraordinary custodial work to the DuPage County Deputy Director of Facilities Management for approval before commencing work. Lessee-hired custodians shall be deemed the employees or agents of the Lessee.

7. SECURITY: Lessee shall conform to security regulations as established by the Lessor. The security guards of said building, and DuPage County Sheriff's officers, shall at all times keep a pass key and be allowed admittance to said Premises, to cover and respond to any emergencies that may arise; and to enable such personnel to examine said Premises from time to time.
8. ACCESSIBILITY BY LESSOR: The Lessor and its agents shall have the right to enter the Premises at all reasonable hours to examine or exhibit the same.
9. ELECTRICAL INSTALLATIONS: If the Lessee desires telephone, telecommunications, cable or electrical connections, the Lessor will direct the Lessee-hired electrician as to where and how the wires are to be introduced and without such direction no boring or cutting of the building's walls or structural elements shall be permitted.
10. WINDOW AREAS: No awnings or shades or drapings either inside or outside of the windows may be installed without prior written consent of the Lessor.
11. OBSTRUCTIONS: The Lessee shall not allow anything to be placed against or near any glass on the Premises, or in any location which diminishes the light entering building's public areas. Placement of any object, exhibit, or display shall not be permitted in the halls or corridors without the prior written consent of the Lessor.
12. THERMOSTATS: The Lessee shall not permit persons within the Premises to regulate any thermostat, which control the temperature; but shall report to the Department of Facilities Management whenever the same are not working properly or satisfactorily.
13. ANIMALS/BICYCLES: No bicycle or other vehicle, and no dogs or other animals shall be allowed in offices, halls, corridors or other parts of the building, excepting specially trained "assistance" or "service" dogs for genuinely disabled employees or clients of Lessee.
14. REVISED REGULATIONS: The Lessor reserves the right to make such other, further, reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Premises, and for the preservation of good order therein. Lessee acknowledges and agrees that the DuPage County Sheriff and, or, Chief Judge of the Circuit Court retain rule

making authority under Illinois law, and the common law, relative to the use of the Building, and that all parties within the building are obligated to comply with such rules.

15. BUILDING ACCESS: The building shall be open at 7:00 a.m. and closed at 5:00 p.m. daily Monday through Friday except on Court holidays, or at such hours as the Lessor may from time to time alter or make exception.
16. SELLING OF GOODS AND SERVICES: The supply of goods and services for the convenience of the Lessee shall be furnished only by authorized representatives of the Lessor, or by those organizations granted special written authorization or permission by the Lessor. No tenant shall sell any goods or services upon County- owned property.
17. CANVASSING: The Lessees shall not be permitted to canvass among tenants or occupants of the building.
18. REMOVAL OF PROPERTY: The Lessees shall list all articles to be taken from the building upon a blank form furnished by the Lessor. Said list shall be presented to the office of the Department of Facilities Management for approval prior to acceptance by the security guard.

EXHIBIT A

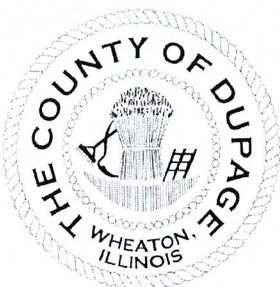


PARTIAL 3RD FLOOR PLAN

SCALE: 1/16" = 1'-0"



= AREA OF LEASED PREMISES (2,556 SQUARE FEET)



Judicial Office Facility
505 N County Farm Road
Wheaton, IL