

L E A S E

THIS LEASE made and entered into this _____ day of _____, 20__, by and between Dennis M. Schnurr, Archbishop of Cincinnati, Trustee for the Members of the Congregation of [1] Roman Catholic Church, [2], [3] County, Ohio (the "Lessor"), and [4] (the "Lessee").

W I T N E S S E T H :

1. LEASED PREMISES:

In consideration of the rents to be paid by Lessee, and of the covenants, terms and conditions to be kept and performed as herein provided, Lessor does hereby lease unto Lessee and Lessee does hereby accept a lease on the following described premises:

(the "leased premises"). The [name of building] is sometimes referred to herein as the "building."

The leased premises shall include all the rights, privileges, easements, appurtenances and improvements thereunto belonging, but shall be subject to easements, reservations, limitations and restrictions of record.

Together with the nonexclusive right to use ___ parking spaces in the parking area for the parking of automobiles, the roadways, means of ingress and egress, and other areas and surroundings of the building which are included for the common use of Lessee and third persons (the "common areas").

2. TERM:

(a) The original term of this Lease shall commence on _____, 20__ (the "commencement date") and shall end on _____, 20__ (the "termination date"), unless sooner terminated as herein provided.

(b) If Lessor shall determine in his sole reasonable judgment that it is in the best interests of [1] Roman Catholic Church (the "Parish") or the Archdiocese of Cincinnati (i) to sell all or any part of the Parish property, (ii) to close, cluster, merge or make other changes in the operation of the Parish, (iii) to expand the existing Parish facilities, (iv) to raze the building or (v) to construct new facilities, then Lessor may terminate this Lease upon written notice given to Lessee not less than ninety (90) days prior to the termination date specified in the notice.

3. RENTAL:

Lessee shall pay to Lessor as and for rent for the leased premises the sum of _____ per year, payable in monthly installments of _____ due in advance on the first business day of each calendar month during the term of this Lease.

4. USE:

Lessee shall use the leased premises for operation of a _____ only and for no other purpose. Lessee shall not do anything on or make or allow any use of the leased premises which conflicts with the official doctrine, teachings or practices of the Roman Catholic Church, as defined by the Archbishop of Cincinnati. Lessee shall not, without Lessor's permission, use or allow upon the leased premises anything which will invalidate any policy of insurance now or hereafter carried thereon or on any of the contents thereof, or which may be dangerous, or which will cause an increase in the rate of fire insurance on the building. If Lessor grants said permission it shall be solely on the condition that Lessee shall pay on demand any increase in insurance premiums on the building or on the contents of the leased premises resulting from said use. Lessee shall take reasonable steps to prevent objectionable noise, and shall not do or permit anything tending to create a nuisance or to disturb other tenants or the occupants of neighboring property.

5. UTILITIES:

Lessee shall pay monthly, as additional rent due hereunder, within five (5) days after demand therefore by Lessor, its prorata share of all charges for water, sewer, electricity and gas supplied to the leased premises and all bills for its telephone service. Lessee shall also pay to Lessor monthly, within five (5) days after demand therefor by Lessor, an amount which Lessor reasonably determines to be Lessee's pro rata share of the cost of providing heat to the building during any part of the term of the Lease. Except as provided herein, Lessor shall pay all bills for all other utilities during the term of this Lease.

6. REAL PROPERTY TAXES:

Lessee shall pay, as additional rent due hereunder, its pro rata share of all real property taxes applicable to the real property of which the leased premises are a part during the term of this Lease. All such payments shall be made at least ten (10) days prior to the delinquency date of such payment. If any such taxes paid by Lessee shall cover any period of time prior to or after the expiration of the term hereof, Lessee's share of such taxes shall be equitably prorated to cover only the period of time within the tax fiscal year during which this Lease shall be in effect, and Lessor shall reimburse Lessee to the extent required.

As used herein, the term "real property tax" shall include any form of assessment (general or special), license fee, commercial rental tax, levy, penalty, or tax (other than income, inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage or other improvement district thereof, as against any legal or equitable interest of Lessor in the leased premises, the building or the real property of which the leased premises are a part.

7. ALTERATIONS TO LEASED PREMISES:

Lessee agrees that it has made its own personal inspection of the leased premises and the improvements therein, agrees to take the leased premises in its present condition, and is entering into this Lease based on its own findings and not on any representation of Lessor or its agents or employees. Lessee shall not without Lessor's prior written consent, which consent shall not be unreasonably withheld, make or allow any structural or non-structural construction, alterations, additions, improvements, or utility installation (all of which are hereinafter referred to in this Lease as "alterations"), in, on or about the leased premises. As used in this Lease the term "utility installation" shall mean bus ducting, power panels, wiring, fluorescent fixtures, space heaters, conduits, air conditioning equipment and plumbing. Should Lessee make any alterations without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same.

Any alterations in or about the leased premises that Lessee wishes to make shall be presented to Lessor in written form, with proposed detailed working drawings. After giving its consent, no modification shall be made in the working drawings without Lessor's consent to such modification. If Lessor shall give its consent to the alterations, the consent shall be deemed conditioned upon Lessee acquiring a permit to do the alterations from appropriate governmental agencies, the furnishing of a copy thereto to Lessor prior to the commencement of the work, the compliance by Lessee with all conditions of said permit in a prompt and expeditious manner and completion of the alterations in accordance with the working drawings as approved by Lessor.

Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use in the leased premises, which claims are or may be secured by any mechanic's or materialman's lien against the leased premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the leased premises, and Lessor shall have the right to post notices of non-responsibility in or on the leased premises as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole cost and expense, defend itself and Lessor against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against Lessor, the building or the leased premises, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount equal to the amount then required by Ohio law to bond off a mechanic's or materialman's lien, indemnifying Lessor against liability for the same and holding the building and the leased premises free from the effect of such lien or claim.

8. REPAIRS AND MAINTENANCE:

Lessor shall make, at its sole cost and expense, all repairs to the load-bearing walls, foundation, and supports of the building, the leased premises and the common areas and all repairs to the roofing and downspouts. Lessor shall be responsible for the replacement of the heating, electrical, plumbing and air conditioning systems servicing the leased premises. Lessor shall maintain and keep free of litter and debris the lawns, shrubbery, sidewalks, parking areas and grounds surrounding the building, including ice and snow removal.

Except where Lessor is liable for damages, injury or loss to the leased premises caused by the willful or negligent acts or omissions of Lessor, its agents, servants, employees or representatives, Lessee shall be responsible, at its sole cost and expense, for all other repairs and maintenance to the leased premises, including without limiting the generality of the foregoing, the maintenance, repair

and replacement of all ceilings, non-load-bearing walls, wall coverings, floors, floor coverings, doors, windows and plate glass windows, including the replacement of broken glass therein, and for the maintenance and repair of the heating, electrical, plumbing and air conditioning systems servicing the leased premises, including the replacement of mechanical and working parts, wiring, piping and fixtures incidental to such maintenance and repair. Lessee shall keep and maintain the interior of the leased premises in good and sanitary order, condition and repair. Lessee shall provide for its own janitorial service and waste collection service.

9. REMOVAL OF ALTERATIONS AND FIXTURES:

All alterations and fixtures, whether temporary or permanent, fixed or movable, placed on or made to the leased premises by either Lessor or Lessee, excluding furniture, personal property, inventory, trade fixtures or other movable property not attached to the leased premises, shall at once become the sole property of Lessor, and shall not be injured or removed by Lessee except as provided in this Paragraph, nor shall Lessee claim at any time compensation therefore except as provided in Paragraph 13 and upon termination of this Lease such alterations and fixtures shall be surrendered to Lessor. All furniture, personal property, inventory and trade fixtures installed by Lessee shall be removed by Lessee prior to the termination of this Lease, and all damage to the building, the leased premises or the common areas caused by the installation or removal of such items shall be repaired at Lessee's expense as provided in Subparagraph 15(e).

10. LESSOR'S RIGHT OF ENTRY:

Lessor shall have the right, without charge or diminution of rent, to enter the leased premises at all reasonable times, upon reasonable notice and in a reasonable manner for the purpose of examining the leased premises and making repairs or alterations, either to the leased premises or to utility lines or other facilities of the building or to install such lines or facilities. Lessee shall, upon the discovery of any defect in or injury to the leased premises or any need of repairs which are the responsibility of Lessor, promptly report the same to Lessor in writing, specifying such defect or injury. Lessor shall make such repairs or alterations as are its responsibility in a reasonable manner and with due diligence. There shall be no allowance to Lessee or diminution of rent and no liability on the part of Lessor by reason of inconvenience, annoyance or injury to or loss of business arising from the reasonable making of any repairs or alterations in or to any portion of the building, the leased premises, the common areas, or in and to the fixtures, appurtenances and equipment thereof.

11. SIGNS:

Lessee shall have the right to install and operate, at its own expense, one exterior sign. Lessor shall consent to the location and design of the sign, but such consent shall not be unreasonably withheld. Lessee shall remove any such sign prior to the termination of this Lease, and restore its location to a condition at least equal to its condition at the time of the installation of such sign.

12. ASSIGNMENT AND SUBLETTING:

Lessee may assign this Lease or sublet all or a part of the leased premises only upon the prior written consent of Lessor, which may be withheld for any reason. In the event of such assignment or subletting, Lessee shall remain primarily liable for the payment of rent and the performance of all

obligations under the terms of this Lease. Such assignment or sublease shall not be effective unless and until the assignee or sublessee shall assume the performance of all the terms, conditions, duties and obligations of this Lease without, however, releasing the liability of Lessee, and shall deliver to Lessor an executed copy of such instrument of assumption.

13. EMINENT DOMAIN:

If the whole or any portion of the building, the leased premises or the common areas shall be taken for any public or quasi-public use under any statute or by right of eminent domain or private purchase in lieu thereof by a public body vested with the power of eminent domain, then, when possession shall be taken thereunder of the building, the leased premises or the common areas, the term of this Lease and all rights of the Lessee hereunder shall immediately terminate as of the date of such taking, and the rent shall be adjusted as of the time of such termination and any rent paid for a period thereafter shall be refunded.

In any event, Lessee shall not receive any portion of the award of damages granted for said taking, except for any award granted for the taking of Lessee's leasehold improvements, trade fixtures or alterations, if any.

14. FIRE OR OTHER CASUALTY:

(a) Total Destruction.

If the building is totally destroyed by fire or other casualty, whether of accidental or negligent origin, or so much thereof that Lessor shall desire to raze the building (whether or not the leased premises are affected), or if the leased premises or the building are destroyed or damaged by fire or other casualty, whether of accidental or negligent origin, so that they could not be repaired or reconstructed with reasonable diligence being exercised and within 60 days after the date of such fire or other casualty, then in those events Lessor shall have the option either (i) to terminate this Lease, as of the date of such fire or other casualty, by written notice to Lessee given within 10 days after such fire or other casualty, or (ii) continue under this Lease, in which latter event, except as provided in Subparagraph 14(d), Lessor shall immediately reconstruct and repair the building and/or the leased premises; provided, however, that Lessor shall not be required to spend for the reconstruction and repair of the building and/or the leased premises an amount greater than the insurance proceeds received by Lessor by reason of such destruction or damage from (a) Lessor's protected self-insurance program plus the amount of Lessor's deductible under its protected self-insurance program or (b) Lessee's insurance policies provided for in this Lease plus Lessee's deductible thereunder, as the case may be. Rent shall abate until the reconstruction and repairs are substantially completed, unless such destruction or damage was caused by or contributed to by the negligence of Lessee, its agents, servants, employees, licensees, invitees or guests, in which case the rent shall not abate.

(b) Partial Destruction.

If the building, the leased premises or the common areas are damaged or partially destroyed by fire or other casualty, whether of accidental or negligent origin, such that they could be reconstructed or repaired in the exercise of reasonable diligence within 60 days after the

date of such fire or other casualty, then, except as provided in Subparagraph 14(d), Lessor shall immediately reconstruct and repair the building and/or the leased premises; provided, however, that Lessor shall not be required to spend for the reconstruction and repair of the building and/or the leased premises an amount greater than the insurance proceeds received by Lessor by reason of such destruction or damage from (a) Lessor's protected self-insurance program plus the amount of Lessor's deductible under its protected self-insurance program or (b) Lessee's insurance policies provided for in this Lease plus Lessee's deductible thereunder, as the case may be. If Lessee is able to use a portion of the leased premises pending such repair or reconstruction, then Lessee shall pay a rental based upon the proportionate area of the leased premises remaining usable and such rental shall continue in effect until the reconstruction and repairs are substantially completed, or until termination of the Lease pursuant to Subparagraph 14(d), unless such destruction or damage was caused by or contributed to by the negligence of Lessee, its agents, servants, employees, licensees, invitees or guests, in which case the rent shall not abate.

(c) Lessee's Alterations and Fixtures.

Lessor shall have no obligation to reconstruct, repair or replace alterations or fixtures installed in the leased premises by Lessee, or any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever.

(d) Insurance Proceeds.

Insurance proceeds paid pursuant to Lessor's protected self-insurance program, or Lessee's insurance policies provided for in this Lease, as a result of destruction or damage to the building or the leased premises shall be paid to Lessor, and Lessor shall hold and disburse the same for reconstruction or repairs in accordance with the terms of this Paragraph 14. If the cost to reconstruct or repair the building, the leased premises and the common areas, excluding alterations or fixtures installed by Lessee, to a condition equal to or better than the condition prior to such fire or other casualty is greater than the insurance proceeds received by Lessor from (a) Lessor's protected self-insurance program plus the amount of Lessor's deductible under its protected self-insurance program or (b) Lessee's insurance policies provided for in this Lease plus Lessee's deductible thereunder, as the case may be, then Lessor shall have the right to terminate this Lease as of the date of such fire or other casualty by delivering written notice of termination to Lessee within 15 days after receipt of such insurance proceeds or the determination of the cost to reconstruct or repair, whichever is later.

Notwithstanding anything herein to the contrary, if the holder of any indebtedness secured by a mortgage or deed of trust covering the building requires that all or a part of the insurance proceeds be applied to such indebtedness, then Lessor shall have the right to terminate this Lease as of the date of such fire or other casualty by delivering written notice of termination to Lessee within 15 days after such requirement is made by any such holder, whereupon all rights and obligations hereunder shall cease and terminate.

15. RISK OF LOSS AND PROPERTY INSURANCE:

(a) Lessor's Property. Lessor shall bear all risk of loss or damage to the building, the leased premises and the common areas that is caused by fire or other casualty, or by any other

cause whatsoever, except that Lessor shall not bear the risk of or be responsible for loss or damage (i) to any alterations or fixtures installed on the leased premises by Lessee, or to any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever, all of which Lessee shall be responsible for pursuant to Subparagraph 15(c); and/or (ii) to the building, the leased premises, the common areas or property therein resulting from an occurrence for which Lessee is responsible pursuant to Subparagraph 15(e).

(b) Lessor's Property Insurance.

In order to properly insure against the risks described in Subparagraph 15(a), during the term of this Lease, Lessor, at its sole cost and expense, shall carry fire and extended coverage insurance through its protected self-insurance program, covering the building, the leased premises and the common areas against loss or damage by fire or other casualty or by other risks now or hereafter embraced by the uniform standard extended coverage endorsement in use for similar structures (including vandalism and malicious mischief) in amounts equal to the full replacement cost of the building.

(c) Lessee's Property.

All alterations or fixtures installed in the leased premises by Lessee and all trade fixtures, inventory or other personal property belonging to Lessee or to Lessee's agents, servants, employees, licensees, invitees or guests that shall be located in or about the building, the leased premises or the common areas shall be there at the sole risk of Lessee or such other person. Lessor shall have no obligation to provide security protection for the building, the leased premises or the common areas. Except for the willful or negligent acts or omissions of Lessor, its agents, servants, employees or representatives, neither Lessor nor its agents, servants, employees or representatives shall be liable for any injury or damage to the person of Lessee, Lessee's agents, servants, employees, licensees, invitees or guests, or for any loss or damage to any property of any of them, or for loss of or interruption to Lessee's business, whether caused by theft or from any other cause whatsoever, including but not limited to injury, loss or damage caused in whole or in part by the building, the leased premises or the common areas becoming out of repair, or caused by fire or other casualty. Neither Lessor nor its agents, servants, employees or representatives shall be liable for any injury, loss or damage to person or property caused by other tenants, if any, or other persons in the building, the leased premises or the common areas, or caused by operations in the construction of any private, public or quasi-public work.

(d) Lessee's Property Insurance.

It shall be the sole obligation of Lessee to insure, to the extent desired by Lessee and at Lessee's sole cost and expense, any and all alterations or fixtures installed on the leased premises by Lessee, or any of Lessee's trade fixtures, inventory or other personal property of any nature whatsoever.

(e) Damage to Leased Premises.

Lessee shall be liable for any damage, injury or loss to the building, the leased premises, common areas or property therein that shall be caused in whole or in part by Lessee's acts

or omissions or the acts or omissions of Lessee's agents, servants, employees, representatives, contractors, licensees, invitees or guests. Lessee shall have the right to repair such damage, injury or loss if such repair efforts are commenced within a reasonable time after the damage, injury or loss and if such are prosecuted with reasonable dispatch, and should Lessee fail to do so promptly, Lessor may, at its option, make such repairs and Lessee shall pay the cost thereof to Lessor on demand. Except as provided in Paragraph 14, such damage, injury or loss shall in no way mitigate or reduce Lessee's obligation to pay rent hereunder.

16. LIABILITY AND PUBLIC LIABILITY INSURANCE:

(a) Lessee's Indemnity.

Lessee hereby agrees to indemnify, protect, save and hold harmless Lessor, its respective agents, servants, employees and representatives from and against any and all loss, cost and expense arising out of or connected with the use or occupancy of the building, the leased premises or the common areas by Lessee, or by its agents, servants, employees, representatives, contractors, licensees, invitees, or guests, which use or occupancy results in any injury, sickness or death, or alleged injury, sickness or death whatsoever to third persons or loss or damage or alleged loss or damage to property. In the event that any such claim is alleged against Lessor, its successors or assigns, by anyone arising out of the use or occupancy of the building, the leased premises or the common areas by Lessee or by its agents, servants, employees, representatives, contractors, licensees, invitees or guests, it is expressly understood and agreed that Lessee shall take over the defense of each and every claim promptly and pay all attorneys' fees, verdicts, judgments, settlement payments and all other costs and expenses whatsoever incurred in connection with the defense of all such claims, without exception, it being expressly understood that Lessee shall be and remain fully responsible for all such claims and will hold the aforementioned indemnitees completely harmless from and against any cost or expense whatsoever in connection therewith.

(b) Lessee's Public Liability Insurance.

During the term of this Lease, and any extension thereof, Lessee shall, at its own cost and expense, maintain, provide and keep in force by advance payment of premiums, commercial general liability insurance coverage for the benefit and protection of Lessee and Lessor, as their interests may appear, in an amount not less than \$1,000,000 combined single limit for personal injury, bodily injury and property damage, or in such greater amounts of insurance coverage as Lessor may from time to time reasonably require, and fire legal liability coverage in an amount at least equal to the actual cash value of the building, insuring against any liability of Lessee, its agents, servants, employees and representatives arising out of or in connection with the use or occupancy of the building, the leased premises or the common areas by Lessee, its agents, servants, employees, representatives, contractors, licensees, invitees or guests. Such insurance policy shall be written on the "caused by any occurrence" rather than on the "caused by accident" basis for bodily injury and property damage liability coverage. Such insurance policy shall be written with a blanket contractual liability endorsement providing automatic coverage for bodily injury or property damage assumed under any type of written contract, including this Lease, in addition to the types of contracts defined in the policy form. Such insurance policy shall be written using a "personal injury" endorsement providing coverage for claims arising out of false arrest, false imprisonment, defamation of character, libel and slander, wrongful eviction and invasion of privacy, and such

endorsement shall not contain an exclusion of coverage for claims for “personal injury” brought by employees of an insured. Such insurance policy shall be with a company or companies reasonably acceptable to Lessor and authorized to do business in the State of Ohio, and shall be maintained by Lessee in full force and effect during the entire term of this Lease. The Archbishop of Cincinnati, Trustee for the Members of the Congregation of [1] Roman Catholic Church, [2], [3] County, Ohio, and his successors in office, the Archdiocese of Cincinnati, and the Parish shall be specified as additional insured parties in any such insurance policy, as their interest may appear, and Lessee shall provide Lessor with Evidence of Insurance (ACORD 27) indicating such policy is in full force and effect and providing for 30 days written notice to Lessor prior to cancellation or material change in the policy. Should Lessee fail to carry such insurance or to provide Lessor with the required Evidence of Insurance (ACORD 27) after notification from Lessor to do so, Lessor, as Lessee’s agent, shall have the right to obtain such insurance or Evidence of Insurance (ACORD 27) and Lessee shall pay the cost thereof to Lessor upon demand. Lessor shall not be limited in the proof of any damages that Lessor may claim against Lessee arising out of or by reason of Lessee’s failure to provide and keep in force insurance policies as aforesaid, to the amount of the insurance premium or premiums not paid or incurred by Lessee that would have been payable upon such insurance, but shall also be entitled to recover as damages for such breach the uninsured amount of any liability, loss, damages, expenses, costs of action, suits, interest, fines, penalties, claims and judgments suffered or incurred by Lessor by reason of injury, claim of injury, or occurrence as aforesaid.

17. SURRENDER OF LEASED PREMISES:

Subject to Lessee’s obligations pursuant to Subparagraph 15(e) of this Lease, at the expiration of the term of this Lease, or at any earlier termination of this Lease pursuant to any provisions hereof, Lessee shall surrender the leased premises broom clean, free of all debris, and in as good condition as they were at the beginning of this Lease or as improved during Lessee’s occupancy, destruction by fire or other casualty for which Lessee is not liable, reasonable use, ordinary wear and tear and the effects of time excepted, failing which Lessor may restore the leased premises, equipment and fixtures to such condition and Lessee shall pay the cost thereof upon demand. All of Lessee’s furniture, personal property, inventory and trade fixtures not removed from the building, the leased premises or the common areas on termination of this Lease shall thereupon be conclusively presumed to have been abandoned by Lessee and forthwith become Lessor’s property; provided, however, that Lessor may require Lessee to remove such furniture, personal property, inventory or trade fixtures or, as Lessee’s agent, may have such items removed at Lessee’s expense.

18. HOLDING OVER:

Lessee acknowledges that possession of the leased premises must be surrendered to Lessor at the expiration or earlier termination of the term of this Lease. Nothing contained herein shall be deemed to permit Lessee to retain possession of the leased premises after the expiration or termination of the term of this Lease. If Lessee holds over in possession after the expiration or termination of the term of this Lease, such holding over shall not operate, except by express mutual written agreement between the parties, to extend or renew this Lease but, in the absence of such agreement, the tenancy thereafter shall continue as a tenancy at will, upon the terms and conditions of this Lease, except that the monthly installment of rent shall be increased to an amount equal to two times the monthly installment due and payable in the month immediately preceding the

expiration or termination of the term of this Lease, and either party may thereafter terminate such possession at any time by giving the other party written notice of termination.

19. DEFAULT AND REMEDIES:

(a) The following events shall constitute events of default: (1) If any installment of rent or any other sums required to be paid by Lessee hereunder, or any part thereof, shall at any time be in arrears and unpaid for 10 days after it is due; or (2) if there is any default on the part of Lessee in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Lessee to be kept and performed, and said default shall continue for a period of 10 days after written notice thereof from Lessor to Lessee (unless such default cannot reasonably be cured within 10 days and Lessee shall have commenced to cure said default within said 10 days and shall continue diligently to pursue the curing of the same); or (3) if Lessee shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors, or if any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties or of the leased premises shall be appointed in any action, suit or proceeding by or against Lessee and such proceeding or action shall not have been dismissed within 30 days after such appointment, or in the event of any like occurrence which, in the sole judgment of the Lessor, evidences the serious financial insecurity of the Lessee; or (4) if the leasehold estate hereby created shall be taken on execution or by other process of law, except eminent domain; or (5) if Lessee shall vacate, abandon or fail to use the leased premises for a period in excess of 30 days for the use for which it was leased as stated in Paragraph 4, then and in any of such cases regardless of any waiver or consent to any earlier event of default, Lessor, at its option, may exercise any and all remedies available to Lessor under law or equity, all of such rights and remedies to be cumulative and not exclusive, including without limitation the following:

(b)

(1) Lessor may terminate this Lease on five (5) days written notice to Lessee and this Lease shall terminate on the date specified therein and Lessee shall quit and surrender the leased premises by said date and remain liable as set forth below.

(2) Lessor may enter upon the leased premises forthwith or at any subsequent time without notice or demand (which notice or demand is hereby expressly waived by Lessee) and thereby terminate the estate hereby created and expel Lessee and those claiming under it and remove their effects without being guilty of any manner of trespass and Lessee shall remain liable as set forth below, and Lessee further agrees that if Lessor shall cause Lessee's goods or effects to be removed from the leased premises pursuant to the terms hereof or of any court order, Lessor's act of so removing such goods or effects shall be deemed to be the act of and for the account of Lessee.

(3) In the event of termination under (b)(1) or (b)(2) above, Lessor, at its option, may (i) accelerate and declare the entire remaining unpaid rent and any and all other moneys payable under this Lease for the balance of the term hereof to be immediately due and payable, or (ii) Lessor shall be entitled, at its option, to obtain from Lessee, and Lessee shall pay to Lessor as

current liquidated damages (y) the base rent and other amounts payable hereunder up to the time of termination and (z) thereafter until the expiration of the then current term hereof, whether or not the leased premises shall be relet and as and when due in accordance with the provisions hereof, the base rent and other sums payable hereunder as if this Lease had remained in effect less the net proceeds to Lessor of any reletting of the leased premises, after deducting all expenses in connection with such reletting, including without limitation, all costs, fees and expenses of repossession, brokers, advertising, attorneys, courts, repairing, cleaning, repainting, and remodeling the leased premises for reletting.

(4) Without waiving its rights to terminate at any time under (b)(1) and (b)(2) above, Lessor may continue this Lease in effect for the remainder of the then current term or any extension and Lessee shall remain liable and obligated under all of the covenants and conditions hereof during said period and shall pay as and when due the base rent and other amounts payable hereunder as if Lessee had not defaulted hereunder. In such event Lessor may relet the leased premises for the account of Lessee crediting the rent received on such reletting to amounts owing by Lessee hereunder. Lessee hereby constitutes Lessor its attorney-in-fact to take any and all actions necessary or incidental to such reletting. Such continuance of this Lease shall not constitute any waiver or consent by Lessor of or to said default or any subsequent default.

(c) In addition to the foregoing remedies and regardless of which remedies Lessor pursues, Lessee covenants that it will indemnify Lessor from and against any loss and damage directly or indirectly sustained by reason of any termination resulting from any event of default as provided above or the enforcement or declaration of any of the rights or remedies of Lessor or obligations of Lessee, whether arising under this Lease or granted, permitted or imposed by law or otherwise. Lessor's damages hereunder shall include, but shall not be limited to, any loss of rent prior to or after reletting the leased premises, broker's commissions, advertising costs, reasonable costs of repairing, cleaning, repainting and remodeling the leased premises for reletting, moving, and storage charges incurred by Lessor in moving Lessee's property and effects and legal costs and reasonable attorney's fees incurred by Lessor in any proceedings resulting from the Lessee's default, collecting any damages hereunder, obtaining possession of the leased premises by summary process or otherwise or reletting the leased premises, or the enforcement or declaration of any of the rights or remedies of Lessor or obligations of Lessee, whether arising under this Lease or granted, permitted or imposed by law or otherwise.

(d) If Lessor without fault on its part, should be made a party to any litigation instituted by or against Lessee or by or against any person holding by or through or under Lessee or using the leased premises by license of Lessee, or for the foreclosure of any lien of any kind, or otherwise arising out of or resulting from any act or transaction or omission of Lessee, or of any such person, Lessee shall immediately pay, or shall immediately reimburse to Lessor if Lessor has paid, the amount of any judgment rendered against Lessor or the building or the leased premises or any part thereof, and all costs and expenses, including reasonable attorneys' fees, paid or incurred by Lessor in or in connection with such litigation.

(e) In the event that any court or governmental authority shall limit any amount which Lessor may be entitled to recover under this Lease, Lessor shall be entitled to recover the maximum amount permitted under law. Nothing in this Paragraph or this Lease shall be deemed to limit Lessor's recovery from Lessee of the maximum amount permitted under law or of any other

sums or damages which Lessor may be entitled to so recover in addition to the damages set forth herein.

20. REMEDIES:

No remedy herein or otherwise conferred upon or reserved to Lessor shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Lessor may be exercised from time to time and as often as the occasion may rise or as may be deemed expedient. No delay or omission of Lessor to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein.

No waiver of any breach of any of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or waiver, acquiescence in or consent to any further or succeeding breach of the same covenant.

The rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Lessor to declare the term hereby granted ended and to terminate this Lease as herein provided because of any default in or breach of any of the covenants, provisions or conditions of this Lease.

21. LAWS, ORDERS:

Lessee shall comply at its cost and expense with all laws, orders and regulations of federal, state, county and municipal authorities, and with any direction or recommendation of any public officer and officers, pursuant to law, or any reasonable request of any insurance company carrying any insurance on the building, the leased premises or the common areas, and any insurance inspection or rating bureau, which shall impose any duty upon Lessor or Lessee with respect to the building, the leased premises or the common areas, or the use or occupation thereof, and shall bear all costs of any kind or nature whatsoever occasioned by or necessary for compliance with the same. If, during the term of this Lease, any law, regulation or rule requires that an alteration, repair, addition or other change of a permanent nature, whether structural or otherwise, be made to the building, the leased premises or the common areas, such work is to be done at Lessor's expense, unless such alteration, repair, addition or other charge is required due to the specific nature of Lessee's use and occupancy of the leased premises, in which event such work shall be done at Lessee's expense. If Lessor determines, in its reasonable business judgment, that it does not wish to perform such alteration, repair, addition or other changes due to the cost thereof, then Lessor may at any time thereafter terminate this Lease upon written notice to Lessee, and this Lease shall be null and void thereafter. Lessor is a religious organization or entity controlled by a religious organization and is therefore exempt from the provisions of the Americans with Disabilities Act of 1990, as provided in Section 307 thereof. Therefore Lessee, at its sole cost and expense, shall at all times during the term of this Lease comply with the Americans With Disabilities Act of 1990, as it may be amended from time to time.

22. QUIET POSSESSION:

Lessor agrees with Lessee that Lessee, paying the rents and observing and keeping the covenants of this Lease on Lessee's part to be kept, shall lawfully, peaceably, and quietly hold, occupy and enjoy the leased premises during said term without any let, hindrance, ejection, or molestation by Lessor or by any person or persons lawfully claiming under it.

23. ENTIRE AGREEMENT:

This Lease constitutes the entire agreement between the parties and supersedes any and all other agreements between them relating to the leased premises.

24. WAIVER:

No provision of this Lease shall be altered, waived, amended or extended, except in writing signed by both parties. Lessor shall not be considered to have waived any of the rights, covenants or conditions unless evidenced by its written waiver; and the waiver of one default or right shall not constitute the waiver of any other. The acceptance of rent, or a part thereof, shall not be construed to be a waiver of any breach or condition of this Lease.

25. SUCCESSORS AND ASSIGNS:

Subject to Paragraph 12 hereof, this Lease and all of its terms, covenants, and provisions shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

26. NOTICE:

Any notice required to properly be given under the terms hereof shall be given to Lessor at 100 East Eighth Street, Cincinnati, Ohio 45202 and to Lessee at the leased premises, or such other address of which the parties hereto may notify each other in writing. Any such notice may be given personally, by a national courier service for delivery the next day, or by registered or certified mail and shall be considered as given when so placed in the mail, delivered to the courier service or personally delivered.

27. SECURITY DEPOSIT:

Lessee has deposited and shall maintain at all times with Lessor the sum of \$_____ as security for Lessee's full and faithful performance of its obligations hereunder, including without limitation the maintenance of the leased premises and the surrender of possession thereof as provided herein. If Lessee fails to pay rent or other charges due hereunder, or otherwise fails to comply with or perform any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default, or for the payment of any damages to the building, the leased premises or the common areas, or for the payment of any other sum for which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer as a result of Lessee's failure to comply with the terms of this Lease. If Lessor so uses or applies all or any portion of said deposit, Lessee shall within ten (10) days after written demand therefor deposit cash with Lessor in an amount sufficient

to restore said deposit to the full amount hereinabove stated, and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of its obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned, without payment of interest or other increment for its use, to Lessee (or, at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) at the expiration of the term hereof, and after Lessee has vacated the leased premises. No trust relationship is created herein between Lessor and Lessee with respect to said deposit. In no event shall said deposit be applied toward payment of the final rent installment without Lessor's consent.

28. GOVERNING LAWS:

This Lease shall be interpreted under the laws of the State of Ohio, and the parties hereby consent to service of process, personal jurisdiction and venue in the courts of general jurisdiction of Hamilton County, Ohio or the county in which the leased premises is located, and any federal court with concurrent jurisdiction, with respect to any action or proceeding brought to enforce any liability under this Lease.

EXECUTED on the day and year first above written.

LESSEE:
[4]

LESSOR:

By: _____

Dennis M. Schnurr, Archbishop
of Cincinnati, Trustee for the Members of the
Congregation of [1] Roman Catholic Church,
[2], [3] County, Ohio

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by Dennis M. Schnurr, unmarried, Archbishop of Cincinnati, Trustee for the Members of the Congregation of [1] Roman Catholic Church, [2], [3] County, Ohio.

Notary Public

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, the _____ of _____, an Ohio corporation, on behalf of the corporation.

Notary Public

This instrument was prepared by:
Joseph E. Kane, Esq.
Graydon Head & Ritchey LLP
1900 Fifth Third Center
P. O. Box 6464
Cincinnati, Ohio 45201
(513) 621-6464