

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Amendment") is entered into as of the 18th day of October, 2023, by and between MDSC2015, LLC, a Minnesota limited liability company ("Landlord"), and GOODWILL INDUSTRIES, INC., a Minnesota non-profit corporation ("Tenant").

RECITALS:

- A. Landlord and Tenant are parties to that certain Lease dated September 9, 2014, as amended by that certain First Amendment to Lease dated August 12, 2020 (as hereby amended, the "Lease"), pursuant to which Tenant let real property commonly known as 4450 12th Ave E, Shakopee, Minnesota;
- B. The Lease expires by its terms on June 30, 2025; and
- C. Landlord and Tenant wish to extend the Term of the Lease on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as set forth below.

1. Recitals. The foregoing recitals and representations form a material part of this Amendment and are incorporated herein by this reference.
2. Lease Term. The term of the Lease is hereby extended through November 30, 2030. Base Rent throughout the remainder of the Lease Term (through November 30, 2030) shall be \$15.57 per square foot (\$320,742 per year; \$26,728.50 per month).
3. Tenant Improvement Allowance. As consideration for Tenant entering into this Amendment and extending the Lease Term, Landlord shall pay to Tenant a Tenant Improvement Allowance of \$125,000, which must be spent on improvements to the Premises. Such payment shall be paid directly to Tenant within ten (10) business days after execution of this Amendment.
4. Second Renewal Term. Tenant shall retain its right to renew the Lease for the second renewal term, as more fully set forth in the Lease, provided that (a) the deadline for Tenant to notify Landlord of its election to exercise the second renewal term shall be June 1, 2030, and (b) the second renewal term shall commence on December 1, 2030, and expire on November 30, 2035, and (c) the Base Rent during the second renewal term shall be \$18.74 per square foot (\$386,044 per year; \$32,170.33/month).
5. Defined Terms. Terms that are capitalized but not defined herein, and that are defined elsewhere in the Lease, shall have the meanings ascribed in the Lease when such terms are used but not defined in this Amendment.
6. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Executed counterparts may be delivered by facsimile or electronic e-mail transmission.
7. Continuation. Except as set forth herein, the Lease as amended remains in full force and effect and is unmodified.

SIGNATURES APPEAR ON FOLLOWING PAGE

SIGNATURE PAGE TO SECOND AMENDMENT TO LEASE

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Second Amendment on the day and year first above written.

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|--|---|
| LANDLORD: MDSC2015, LLC, a Minnesota limited liability company <i>Carol Sundet-Meeke</i> By: <i>Carol Sundet-Meeke</i> Title: <i>President/CEO</i> | TENANT: Goodwill Industries, Inc., a Minnesota nonprofit corporation <i>Jeff Uecker</i> By: Jeff Uecker, Chief Financial Officer |
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The document has been completed.