

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("Amendment") is entered into as of the 12 day of August, 2020, by and between MDSC2015, LLC, a Minnesota limited liability company ("Landlord"), as successor in interest to KTJ 242, LLC, 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 hereby amended, the "Lease"), pursuant to which Tenant let real property commonly known as 4450 12th Ave E, Shakopee, Minnesota;

B. Tenant paid no Base Rent for April 2020 or May 2020, and paid only partial Base Rent for June 2020;

C. Landlord and Tenant wish to amend the Lease to address such non-payment as 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. Tenant shall pay all outstanding Base Rent for May 2020 and June 2020, in the total amount of \$46,774.88 (the "Deferred Rent"), over twelve equal monthly installments of \$3,897.91, with the first payment thereof due upon execution of this Amendment, and following payments on the first day of each calendar month, continuing through July 1, 2021. Such repayment shall be in addition to full and timely payment of Base Rent and Additional Rent for such months. Payments received by Landlord from Tenant shall be applied first to Base Rent and Additional Rent then due and owing prior to application to the Deferred Rent.

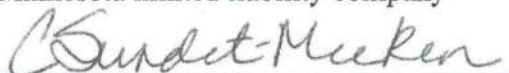

2. Landlord hereby waives payment of Base Rent for the month of April 2020, together with all interest, penalties or late fees related to said waived payment and the Deferred Rent.

3. All confidentiality provisions set forth in the Lease shall be applicable to this Amendment.

4. 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.

5. Except as set forth herein, the Lease remains in full force and effect and is unmodified.

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

LANDLORD: MDSC2015, LLC, a Minnesota limited liability company  By: <u>Carol Sundet-Meecker</u> Title: <u>General Partner</u>	TENANT: Goodwill Industries, Inc., a Minnesota nonprofit corporation  By: <u>Jeff Uecker</u> , Chief Financial Officer
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