FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this “**First Amendment**”) is made and entered into as of October 1, 2022 by and between **STRIDE BUILDING COMPANY**, a Minnesota nonprofit corporation (“**Landlord**”), and **STRIDE ACADEMY**, a Minnesota nonprofit corporation (“**Tenant**”).

**RECITALS**

1. Landlord and Tenant are parties to that certain Lease Agreement dated as of April 1, 2016 (the “**Original** **Lease**” and, as amended by this First Amendment, the “**Lease**”). Landlord has acquired additional land that will be part of the Premises leased to Tenant, and used by Tenant as an outdoor play and recreation area for Tenant’s pupils, staff, and their families. Landlord and Tenant wish to amend the Original Lease by amending the description of the Premises and by replacing Exhibit B (schedule of Minimum Base Rent) with Exhibit B attached hereto.

**AMENDMENT**

1. **Premises**.

#### The Premises currently consists of a parcel of real property containing approximately 5.3 acres of land (the “**Land**”), with a street address of 3241 Oakham Lane, St. Cloud, Minnesota, 56301, and legally described on Exhibit A hereto, which Land is improved with a schoolhouse facility containing a total of approximately 71,800 square feet (the “**Building**”).

#### Landlord has acquired two parcels of unimproved land, with a combined square footage of approximately 324,403 square feet, located adjacent to the Land (the “**Additional Land**”), as legally described on Exhibit A hereto. Landlord and Tenant hereby agree that the Additional Land will be and hereby is added to the Premises, and that the Minimum Base Rent will be as set forth in Exhibit B hereto.

1. **Miscellaneous.**

#### Except as specifically stated herein, all other terms, conditions and provisions of the Original Lease remain in full force and effect.

#### This First Amendment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile or pdf transmission) as against the party signing such counterpart, but which together shall constitute one and the same First Amendment.

IN WITNESS of the foregoing the parties hereby agree to the foregoing.

|  |  |
| --- | --- |
| **LANDLORD: STRIDE BUILDING COMPANY**    By:  Its: | **TENANT: STRIDE ACADEMY**    By:  Its: |

**EXHIBIT A**

**LAND**

Lot 1, Block 1, Stride Academy, Stearns County, Minnesota

(Abstract Property)

**ADDITIONAL LAND**

TBD to be platted out of:

Outlot A, Stone Gate Plaza Plat 2, Stearns County, Minnesota.

NOTE: This property is Abstract

A.P.N. 82.51188.0105

**EXHIBIT B**

**MINIMUM BASE RENT**

|  |  |
| --- | --- |
| **Lease Year** | **Amount** |
| 2022-2023 | $1,283,776 |
| 2023-2024 | $1,313,441 |
| 2024-2025 | $1,310,722 |
| 2025-2026 | $1,310,722 |
| 2026-2027 | $1,310,722 |
| 2027-2028 | $1,310,722 |
| 2028-2029 | $1,310,722 |
| 2029-2030 | $1,310,722 |
| 2030-2031 | $1,310,722 |
| 2031-2032 | $1,310,722 |
| 2032-2033 | $1,310,722 |
| 2033-2034 | $1,310,722 |
| 2034-2035 | $1,310,722 |
| 2035-2036 | $1,310,722 |
| 2036-2037 | $1,310,722 |
| 2037-2038 | $1,310,722 |
| 2038-2039 | $1,310,722 |
| 2039-2040 | $1,310,722 |
| 2040-2041 | $1,310,722 |
| 2041-2042 | $1,310,722 |
| 2042-2043 | $1,310,722 |
| 2043-2044 | $1,310,722 |
| 2044-2045 | $1,310,722 |
| 2045-2046 | $1,310,722 |
| 2046-2047 | $1,310,722 |
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