

AGREEMENT

This Agreement ("Agreement") is made this 20TH day of FEBRUARY, 2024, by and between:

GOODWILL OF SOUTHWESTERN PENNSYLVANIA, of 118 52nd Street,
Pittsburgh, PA 15201, hereinafter called "GSP",

AND

GOODWILL OF THE SOUTHERN ALLEGHENIES, INC., formerly known as GOODWILL INDUSTRIES OF THE CONEMAUGH VALLEY, INC., of 540-542 Central Avenue, Johnstown, PA 15902, hereinafter called "GSA."

WITNESSETH THAT:

WHEREAS, the territory line of GSP and GSA, as assigned by Goodwill Industries International ("GII") designate GSP as having exclusive service territory west of State Route 982 and GSA having exclusive service territory East of State Route 982, and

WHEREAS, GSA, with the consent of GSP pursuant to an Agreement dated December 31, 2014 (the "Original Agreement"), operates a Goodwill Retail Store and Donation Center at 1025 Latrobe 30 Plaza, Suite 119, Latrobe, PA 15650 (the "Store"); which is west of State Route 982 and within the territory of GSP, and

WHEREAS, the Original Agreement is set to expire December 31, 2024 and the parties wish to confirm in writing a new agreement to replace the Original Agreement commence January 1, 2025.

NOW, THEREFORE in consideration of the mutual promises herein made, the parties hereto agree as follows:

21

1. Neither GSP nor GSA will request a re-alignment of territories through GII within the State of Pennsylvania without the prior written consent of the other which may be withheld in such consenting party's sole discretion.

2. The rights granted to GSA hereunder are solely to operate the Store; GSA agrees that it will not provide any Human Services from the Store or any other location within the GSP territory. The foregoing notwithstanding, the parties agree to collaborate on workforce development programs and services operating at the Store.

3. This Agreement will expire the earlier of (i) December 31, 2029, or (ii) the expiration of GSA's lease for the Store (the "Lease"), not including extensions.

4. If during the term of the above-referenced Lease, GSA discontinues operation of the retail store and donation center, GSA will exercise its best efforts to provide GSP with the opportunity to continue operation of the retail store and donation center under the Lease. In the event landlord for the Store will not agree to such assignment of the Lease, GSA shall retain the right to lease the subject space without any objection from GSP.

5. The term set forth in item 3 above may only be extended by written agreement of both GSP and GSA.

6. During the term of this Agreement, GSP agrees not to actively solicit or collect donations or operate a retail store between State Routes 981 and 982 and bounded on the north by Industrial Boulevard in Latrobe.

7. GSA does not have the capability to honor electronic GSP Gift Cards/Vouchers at the time of this Agreement, and GSP does not have the capability to honor paper GSA Gift Cards/Vouchers at the time of this Agreement; however, both GSA and GSP agree to do so upon

receipt of such capability. GSA and GSP agree to honor Goodwill Gift Cards and Vouchers distributed across GSA and GSP territories with 100% reimbursement by issuing Goodwill through standard invoicing procedures.

8. GSA and GSP will refer any customer and donor complaints to the Goodwill Corporate Office that owns and operates the subject Retail Store or Donation Center, including the Store.

9. GSA covenants and agrees that it will at all times protect, defend, indemnify, save and keep harmless the GSP against and from all claims, loss, cost, damage or expense arising out of or from any accident or other occurrence at the Store and/or adjacent sidewalks and curbs causing injury to any person or property whomsoever or whatsoever, GSA's occupancy or use of the Store. The foregoing indemnity shall specifically include indemnification for the GSP against claims made by GSA's employees. The obligations imposed on GSA by this section shall survive the expiration of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:



GOODWILL OF SOUTHWESTERN
PENNSYLVANIA

By: _____

Print Name: Monique McIntosh
Title: PRESIDENT/CEO

ATTEST:



GOODWILL OF THE SOUTHERN
ALLEGHENIES, INC.

By: _____

Print Name: BRADLEY R. BURGER
TITLE: PRESIDENT/CEO