

# LEASE AMENDMENT

THIS LEASE AMENDMENT ("Amendment") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between City of York ("Landlord"), and Skipjacks Hockey Club, LLC ("Tenant"). In consideration of the mutual covenants and agreements set forth below, Landlord and Tenant amend certain provisions of the lease agreement dated July 22, 2016 ("Lease") at the York Ice Arena, ("Facility") 941 Vander Avenue, City and County of York, Pennsylvania, as described below. The purpose of this Amendment is to expand the leased Premises of the Tenant at the Facility, as illustrated on Exhibit A and described in Exhibit B.

## ARTICLE 1. TERM

1.01. Term. The Commencement Date of this Amendment shall mean August 15, 2017. All other aspects of the original Lease term remain unchanged.

## ARTICLE 2. RENT

Article 2 of the original Lease is replaced with the following:

2.01. Basic Rent.

(a) Tenant agrees to pay to Landlord, its agent, or authorized representative as Basic Rent for the Premises the following annual sums payable in monthly installments, each such installment to be paid on or before the first (1st) day of each month to Landlord without requirement of demand, invoice or statement, at the address set forth in Paragraph 17.07 below or at such other place as Landlord may from time to time designate in a written notice to Tenant.

Term Year	Annual Rent	Monthly Rent
1	\$20,000	\$1,667
2	\$27,000	\$2,250
3	\$27,810	\$2,318
4	\$28,644	\$2,387
5	\$29,503	\$2,459
6	\$30,388	\$2,532
7	\$31,299	\$2,608

(b) Rent for any fractional month at the beginning or at the end of the Lease term shall be prorated on a *per diem* basis.

(c) If exercised, rent during the option period will be as follows:

Term Year	Annual Rent	Monthly Rent
8	\$32,238	\$2,687
9	\$33,205	\$2,767
10	\$34,201	\$2,850
11	\$35,227	\$2,936
12	\$36,284	\$3,024

(d) If exercised, rent during the second option period will be as follows:

Term Year	Annual Rent	Monthly Rent
13	\$37,373	\$3,114
14	\$38,494	\$3,208
15	\$39,649	\$3,304
16	\$40,838	\$3,403
17	\$42,063	\$3,505

**2.02. Operating Expenses and Taxes.**

(a) Operating Expenses. Tenant shall bear the cost of cleaning, internet, telephone, water, and sewer service to and of the Premises.

(b) Taxes. Tenant shall bear a proportional cost of any and all taxes and assessments imposed upon the Premises. If said taxes and assessments are not separately imposed on the Premises, Landlord will invoice Tenant for said taxes and assessments, and each such invoice shall be payable by Tenant not later than 15 days after the date of such invoice. Taxes and assessments which are separately imposed upon the Premises and billed directly to Tenant by the taxing authority shall be paid directly by Tenant.

(c) Other Expenses. Landlord shall bear all other operating costs of the Facility in which Premises is located, including snow removal.

(d) Additional Rent. All items to be paid by Tenant under this Section 2.02 shall be collectively referred to as "Additional Rent." Basic Rent and Additional Rent shall be sometimes referred to as simply, "Rent." Any delay or nonpayment by Tenant of invoices for Rent shall be subject to late payment charges as set forth in Paragraph 2.03 below.

**2.03. Late Charge.** Tenant shall pay Landlord a late charge of five (5%) percent of any payment received by Landlord more than ten (10) days after its due date. The late fee shall be immediately due and payable as additional rent.

**2.04 No Offset.** Tenant shall not have the right to offset any amount which may be due to Tenant from Landlord for any reason, against any Rent due hereunder.

**ARTICLE 4. ADDITIONAL FACILITY USE**

Article 4 of the original Lease is amended as follows:

(e) Payment for ice time shall be made by Tenant on the same terms as all other commercial users of the Facility, with the exception of the Junior team which will be charged at a rate 28.5 percent below the published full-price rate. Notwithstanding this provision, payment for ice time for the Tenant's U16, U18 and Junior teams shall initially be used as a credit against the cost of Tenant Improvements (TI) described elsewhere in this Agreement until said TI is fully-amortized, as described in those provisions. Ice time for the U16 Futures team shall be paid on a cash basis according to the normal billing and collection terms of the Facility.

**ARTICLE 7. CONSTRUCTION, ALTERATIONS, IMPROVEMENTS, AND FIXTURES**

Article 7 of the original Lease is amended as follows:

7.01. Renovation of the Premises. Tenant, at its expense, shall complete additional renovation of the Facility to create additional leased Premises. This additional renovation is described in the scope of work and drawings attached hereto as Exhibit "B."

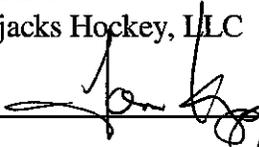
The additional renovation work will be completed in accordance with the terms of Article 7 of the original Lease.

**IN WITNESS WHEREOF**, intending to be legally bound hereby, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:

TENANT:

Skipjacks Hockey, LLC

By:  \_\_\_\_\_

Print Name Tom KAPP \_\_\_\_\_