

LEASE

THIS LEASE is entered into this _____ day of _____, 2016, by and between City of York ("Landlord"), and _____, a _____ ("Tenant"). In consideration of the mutual covenants and agreements set forth below, Landlord hereby leases to Tenant certain demised space at the York Ice Arena, ("Facility") 941 Vander Avenue, City and County of York, Pennsylvania, as more fully described in Exhibit "A" attached hereto. The leased space will be referred to in this Lease as the "Premises."

ARTICLE 1. TERM

1.01. Term. The term of this Lease shall be for seven (7) years (the "Term") commencing on the Commencement Date (as hereafter defined) and ending on the day immediately preceding the seventh (7th) anniversary of the Commencement Date (unless earlier terminated under the terms of this Lease). Commencement Date shall mean September 1, 2016.

1.02. Option to Renew. Tenant shall have the right to renew this Lease for two (2) additional five (5) year terms. Tenant shall notify Landlord at least 180 days in advance of the expiration date of this Lease that it intends to exercise the option to renew; if Tenant fails to give timely notice, it shall be deemed to have waived its right to renew the Lease.

1.03 Holdover. If Tenant holds over and wrongfully continues in possession of the Premises after expiration of the Term, Tenant will be deemed a Tenant-at-will in a month-to-month tenancy, without limitation of any of the Landlord's rights or remedies at law or under this Lease except that the Basic Rent and additional rent shall be increased to twice the Basic Rent and additional rent provided under Article 2.

ARTICLE 2. RENT

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	\$20,600	\$1,717
3	\$21,218	\$1,768
4	\$22,491	\$1,874
5	\$23,167	\$1,930
6	\$23,862	\$1,989
7	\$24,578	\$2,048

(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	\$25,315	\$2,110
9	\$26,074	\$2,173
10	\$26,856	\$2,238
11	\$27,662	\$2,305
12	\$28,492	\$2,374

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

Term Year	Annual Rent	Monthly Rent
13	\$29,347	\$2,446
14	\$30,227	\$2,519
15	\$31,134	\$2,594
16	\$32,068	\$2,672
17	\$33,030	\$2,753

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. To the extent possible utilities shall be billed directly to Tenant by the provider, and Tenant shall pay the provider. If utilities cannot be billed directly to the Tenant, Landlord will invoice Tenant for a reasonable prorated share of said utilities, and each such invoice shall be payable by Tenant not later than 15 days after the date of such invoice.

(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 3. USE OF PREMISES

3.01. Permitted Use and Access. Tenant will use the Premises only for offices, locker rooms, laundry facilities and other directly-related ancillary uses, and in a manner that complies with the terms of the lease. No change in, expansion of or addition to the use of the Premises shall be made without the prior written consent of Landlord, which will not be unreasonably withheld. Tenant shall have access to the Premises 24 hours a day, seven days a week, during the Term.

3.02. Nature of Use. Tenant's use is for the operation of an elite hockey and academic instructional facility. No change in, expansion of or addition to the Nature of the Use of the Premises shall be made without the prior written consent of Landlord, which will not be unreasonably withheld.

3.03. Signage. Tenant may install a sign or signs at the exterior and/or interior entrance to the Premises, provided, however, that the size, exact location and method of installation will be subject to the prior written consent of Landlord, which will not be unreasonably withheld. In addition, Tenant shall comply with all applicable laws, ordinances and regulations related to the installation of signs. Landlord shall assist Tenant in seeking such approvals; provided, however, that Landlord will suffer no consequence for failure of Tenant to obtain such approvals.

3.04. Refuse. Tenant will store and dispose of refuse in a manner directed by Landlord, and shall be responsible for transporting refuse from Premises to another location in the Facility designated by Landlord.

3.05. Access Cards/Keys. Tenant shall provide Landlord with keys to access any locks placed on the Premises by Tenant. Landlord will provide to Tenant access cards and keys necessary to access any locks on the Premises provided by Landlord. Tenant and Landlord shall both be responsible for securing keys and access cards provided by the opposite party, and permitting their use only in a manner consistent with this Lease.

3.06. Rodent and Pest Control. Tenant will employ the services of a professional pest and rodent-control service to treat the Premises on a regular basis. Tenant shall provide Landlord with copies of a contract for such service and reports of all treatments provided to the Premises.

ARTICLE 4. ADDITIONAL FACILITY USE

4.01. Community Room. Tenant shall be entitled to use of the "Community Room" on the second floor of the facility between the hours of 8:00 a.m. and 4:00 p.m., Monday – Friday. There is no additional charge for this use. Tenant will be responsible for cleaning of the space to "broom clean" standards on any day the room is used.

4.02 Ice Rental

(a) Tenant shall have first priority for the rental of Facility ice time between the hours of 8:00 a.m. and 4:00 p.m. weekdays. Tenant shall identify a base schedule of ice time commitment on a monthly basis, no less than 30 days prior to the beginning of each month, which shall be non-refundable. Thereafter, Landlord shall be entitled to rent ice time to third parties. Nothing in this provision shall restrict Tenant from reserving non-refundable ice time further in advance, or purchasing ice time on an “as available” basis with a shorter notice period.

(b) Landlord shall consult Tenant regarding their desired use of ice time outside of the hours of 8:00 a.m. and 4:00 p.m. weekdays, and will make commercially-reasonable efforts to accommodate the needs of Tenant for ice time at preferred times outside this schedule, if any.

(c) Tenant’s use of ice time shall be charged at the prevailing published rate charged to other commercial customers, not including any discounts that may be provided to non-profit or municipal users.

(d) Landlord will be responsible for providing the same ice resurfacing and any other services to Tenant as would be provided to any other user of ice time at the Facility, at no additional charge beyond the standard rental rate.

(e) Payment for ice time shall be made by Tenant on the same terms as all other commercial users of the Facility. Notwithstanding this provision, payment for ice time 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.

ARTICLE 5. SERVICES, MAINTENANCE, AND SURRENDER

5.01. Services and Maintenance by Landlord

(a) Maintaining the Premises, including its roof, structure and exterior skin, but excluding any glass.

(b) Making major repairs to and replacement of mechanical systems, including HVAC units, but not routine maintenance or servicing of HVAC systems exclusively serving the Premises and not any stove hood(s), flue systems, or laundry facilities.

(c) Operating and maintaining access and security systems for the Facility, if any.

5.02. Maintenance Responsibilities of Tenant

(a) i) routine servicing and repairs of HVAC, plumbing and electrical systems exclusively serving the Premises, ii) routine maintenance of floor, wall and ceiling surfaces and finishes, including those finishes provided by Landlord and iii) repair and maintenance of any fixtures or improvements installed or made by or at the request of Tenant, including without limitation any stove hood(s), flue systems, or laundry equipment;

- (b) Providing janitorial services for the Premises; and
- (c) Making repairs to any part of the Premises if the need for repair is caused by the negligence or abuse of Tenant or its agents, employees, invitees, or of any other person using the Premises with Tenant's consent, express or implied.

5.03. Curtailment or Interruption of Service. Landlord reserves the right to interrupt, curtail, or suspend the provision of any utility service to which Tenant may be entitled, or of parking access, for a reasonable period of time, when necessary by reason of accident or emergency or for repairs, alterations, or improvements that Landlord deems desirable or necessary, or due to difficulty in obtaining supplies or labor or for any other cause beyond the reasonable control of Landlord including, without limitation, mechanical failure and governmental restrictions. The work of such repairs, alterations, or improvements shall be made with reasonable diligence. Landlord shall in no respect be liable for any failure of the utility companies or governmental authorities to supply utility services to Tenant or for any limitation of supply resulting from governmental orders or directives. Tenant shall claim no diminution or abatement of rent, nor damages, by reason of such interruption, curtailment, or suspension, nor shall this Lease or any of Tenant's obligations be reduced or affected, provided the interruption, curtailment or suspension is for a reasonable period of time and Landlord proceeds with reasonable diligence in its repairs.

5.04. Maintenance and Surrender by Tenant. Except as provided in Paragraph 5.01, Tenant shall maintain the Premises throughout the Lease term and any extensions of that term, and keep it free from waste or nuisance. At the termination of the Lease, Tenant shall deliver the Premises in as good a condition and state of repair as it was in at the time Landlord delivered possession to Tenant, except for reasonable wear and tear. In the event Tenant should neglect to reasonably maintain the Premises, Landlord shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs incurred for such repairs or corrections for which Tenant is responsible under this Paragraph shall be payable by Tenant to Landlord as additional rent on the next rent installment date.

ARTICLE 6. TAXES

6.01. Personal Property Taxes. Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in or on the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and if Landlord elects to pay them, or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture, or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on such increase, Tenant shall pay to Landlord on demand that part of the taxes for which Tenant is primarily liable under this Article.

6.02. Real Property Taxes and Assessments. Tenant shall pay and fully discharge all real property taxes, special assessments, and governmental charges of every character imposed on the Premises or Tenant's operations for all periods covering the term of this Lease. Payment shall be in accordance with Paragraph 2.02(c) above.

ARTICLE 7. CONSTRUCTION, ALTERATIONS, IMPROVEMENTS, AND FIXTURES

7.01. Renovation of the Premises. Tenant, at its expense, shall complete the renovation of the Premises (TI), described in the scope of work and drawings attached hereto as Exhibit "B."

7.02. Consent of Landlord. During the term of this Lease, including any extensions, Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Landlord. If Landlord shall consent to any such proposed alterations, improvements or additions, then Tenant shall make the proposed alterations, improvements and additions at Tenant's sole cost and expense provided that: (1) Tenant supplies any necessary permits and certificates of insurance therefor; (2) such alterations and improvements do not impair the structural strength of the Premises or any other improvements or reduce the value of the Premises; (3) such alterations and improvements do not cause an increase in the insurance rates or availability of coverage of insurance with respect to the Premises or the Building; (4) Tenant shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any mechanic's, laborer's or materialman's lien upon the Premises and the Building; (5) Tenant complies with all governmental requirements; (6) Tenant does not take any action or do any work which may revoke, disqualify, jeopardize or invalidate any Historic Architecture Review Board or other City of York permit or occupancy certificate approvals or provisions of or for the Building, and Tenant agrees to indemnify and hold Landlord harmless from and against any loss or expense which may arise from any such action or work; and (7) Tenant provides Landlord with evidence that each contractor has (i) adequate worker's compensation insurance and (ii) general liability insurance naming Landlord as additional insured with limits of at least Five Million and 00/100 (\$5,000,000.00) Dollars, single limit, for injury to any one person or injuries in any one occurrence and property damage of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, together with a certificate from the insurer to the effect that such insurance may not be canceled or substantially modified without at least thirty (30) days' prior written notice to Landlord.

7.03. Property of Landlord. All alterations, additions, or improvements made by Tenant shall, at Landlord's election, become the property of Landlord at the termination of this Lease. However, if Landlord does not so elect, Tenant shall, at Landlord's direction, promptly remove all alterations, additions, and improvements, and any other property placed in or on the Premises by Tenant, and Tenant shall repair any damage caused by such removal.

7.04. Trade Fixtures. Tenant has the right at all times to erect or install furniture and fixtures, provided that Tenant complies with all applicable governmental laws, ordinances, and regulations including, without limitation, the American with Disabilities Act. Tenant shall have the right to remove such items at the termination of this Lease, provided Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Prior to the termination of this Lease, Tenant must repair any damage caused by removal of any fixtures. Any furniture or fixtures that have not been removed by Tenant at the termination of this Lease shall be deemed abandoned by Tenant and shall at Landlord's election, as to all or a portion of same, automatically become the property of Landlord.

7.05. Amortization of Improvement Cost.

(a) Prior to the commencement of the TI work, Tenant shall submit to Landlord a detailed estimate of the cost of the TI. Landlord shall approve the cost of the TI as the official TI Cost prior to the commencement of work.

(b) Upon completion of the TI, Tenant shall certify to Landlord the actual, final cost of the TI work. Tenant will provide copies of invoices, cancelled checks, or other such documents as the Landlord may reasonably request to verify the actual cost of the TI.

(c) In lieu of cash payment for the rental of ice time, as described in Article 4 of this Agreement, Tenant may use the face value of the ice time as a credit against the cost of the TI until the ice time rental cost is equal to the TI cost.

(d) Landlord shall produce a monthly statement showing the monthly value of the ice time rental and Landlord's calculation of the cumulative value of ice time rental during the Term of this Agreement. Landlord shall provide the statement to the Tenant monthly. Tenant shall have 15 days from the date the statement is provided to dispute Landlord's accounting of the cumulative value of the ice time. If the value is not disputed, it shall be considered correct and final from inception through the date the statement was provided.

ARTICLE 8. DAMAGE OR DESTRUCTION

8.01. Notice to Landlord. If the Premises or any structures or improvements on the Building should be damaged or destroyed by fire, flood, or other casualty, Tenant shall give immediate written notice of the damage or destruction to Landlord, including a description of the damage and, as far as known to Tenant, the cause of the damage.

8.02. Total Destruction. If the Building is totally destroyed by fire, flood, or other casualty not the fault of Tenant or any person in or about the Building with the express or implied consent of Tenant, or if the Building or Building should be so damaged by such a cause that rebuilding or repairs cannot, in Landlord's reasonable judgment, be completed within 120 working days and at a cost not to exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars, this Lease may, at the option of the Landlord, be terminated and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in Paragraph 8.01.

8.03. Partial Destruction. If the Building is damaged by fire, flood, or other casualty not the fault of Tenant or any person in or about the Building with the express or implied consent of Tenant, but not to such an extent that rebuilding or repairs cannot reasonably be completed within 120 working days and at a cost not to exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars, this Lease shall not be terminated except as provided in subparagraphs (a) and (b).

(a) If the partial destruction of the Building occurs prior to the final thirty-six (36) months of the Term or of any extended term, Landlord shall, at its sole cost and risk, proceed immediately to rebuild or repair the damaged buildings and improvements to substantially the condition in which they existed prior to such damage; provided, however, that Landlord shall not be required to expend monies in excess of insurance proceeds made available to Landlord for such purpose. If the Building is untenable in whole or in part following such damage, the rent payable during the period in which it is untenable shall be adjusted equitably. In the event that Landlord should fail to complete such rebuilding or repairs within 120 working weekdays from the date of written notification by Tenant to Landlord of the occurrence of the damage, Tenant may terminate this Lease by written notification to Landlord. On such notification, all rights and obligations under this Lease shall cease.

(b) If partial destruction of the Building occurs in the final thirty-six (36) months of the Term or of any extended term, or if any mortgagee holding a lien on the Building refuses to permit insurance proceeds to be applied to the restoration of the Building, or if the insurance proceeds available for restoration are not sufficient to restore the Building to substantially its condition prior to the casualty, Landlord need not rebuild or repair the Building and shall notify Tenant in writing of its intention not to rebuild or repair. If Landlord elects not to rebuild or repair the Building and the Building is untenable in whole or in part following such damage, Tenant may elect to terminate

the Lease as of the date of Tenant's notice described in Paragraph 8.01 above or to continue the Lease with the rent for the remainder of the Lease period adjusted equitably. Tenant shall notify Landlord of such election within thirty (30) days after receipt of Landlord's notice described above.

ARTICLE 9. CONDEMNATION

9.01. **Total Condemnation.** If the whole of the Building shall be taken by any public or quasi-public authority under the power of eminent domain, condemnation, or expropriation or in the event of a conveyance in lieu thereof, then this Lease shall terminate on the date when title vests in the condemning authority. Rent shall abate and Tenant shall have no claim against Landlord or the condemning authority for the value of the unexpired term of this Lease.

9.02. **Partial Condemnation.** If any part of the Building shall be so taken or conveyed and if such partial taking or conveyance shall render the Building unsuitable for the business of the Tenant, or if any of the Building is taken or conveyed and, in Landlord's sole opinion, it would be impractical or the condemnation proceeds are insufficient to restore the remainder of the Building, then the term of this Lease shall cease and terminate as of the date on which title to the Building or Building vests in the condemning authority. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of this Lease. In the event such partial taking or conveyance is not extensive enough to render the Building unsuitable for the business of Tenant, this Lease shall continue in full force and effect except that the rent shall be adjusted equitably during the unexpired portion of the Lease.

9.03. **Landlord's Damages.** In the event of any condemnation or taking, whether whole or partial, the Tenant shall not be entitled to any part of the award. Tenant hereby expressly waives any right or claim to any part of such amount and assigns to Landlord any such right or claim to which Tenant might become entitled.

9.04. **Tenant's Damages.** Tenant shall have the right, to the extent that it shall not diminish the Landlord's award, to claim and recover from the condemning authority, such compensation as may be separately awarded or recoverable by Tenant under the Eminent Domain Code in Tenant's own right.

9.05. **Temporary Taking.** If the condemnor should take only the right to possession for a fixed period of time or for the duration of an emergency or other temporary condition, then, notwithstanding anything hereinabove provided, this Lease shall continue in full force and effect without any abatement of rent, but the amounts payable by the condemnor with respect to any period of time prior to the expiration or sooner termination of this Lease shall be paid by the condemnor to Landlord and the condemnor shall be considered a subtenant of Tenant. Landlord shall apply the amount received from the condemnor applicable to the rent due hereunder net of costs to Landlord for the collection thereof, or as much thereof as may be necessary for such purpose, toward the amount due from Tenant as rent for that period; and, Tenant shall pay to Landlord any deficiency between the amount thus paid by the condemnor and the amount of the rent, or Landlord shall pay to Tenant any excess of the amount of the award over the amount of the rent.

ARTICLE 10. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

10.01. **Laws, Rules and Regulations.** Tenant shall comply with all laws, ordinances, orders, permits, licenses, regulations of all governmental authorities (whether federal, state, local or otherwise) and insurance requirements concerning the Building and any fixtures, machinery or

equipment therein, and Tenant's use of the Building, including, without limitation, all laws regarding public health and welfare, environmental protection, water and air pollution, composition of products, underground storage tanks, toxic substances, hazardous wastes, hazardous substances, hazardous materials, waste or used oil, occupational health and safety and/or nuisance, trespass and negligence.

ARTICLE 11. ACCESS AND INSPECTION BY LANDLORD

11.01. Landlord and its officers, agents, employees, and representatives shall have the right to enter the Premises (1) at any time in the event of an emergency that requires immediate repairs; or (2) in the absence of an emergency, at all reasonable hours, upon twenty-four (24) hours notice to Tenant, whether or not during normal business hours, for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord may deem necessary (but Landlord assumes no obligation to make repairs in the Premises except as expressly provided in this Lease), or to show the Premises to prospective tenants, purchasers, or lenders. Tenant shall not be entitled to any abatement or reduction of rent by reason of the entry of Landlord or any of its officers, agents, representatives, or employees pursuant to this article, nor shall such entry be deemed an actual or constructive eviction. Notwithstanding the foregoing to the contrary, Landlord acknowledges that Tenant's business operations are subject to requirements of confidentiality, privacy and security. Because of such concerns, Landlord agrees that, except in the case of an emergency, Landlord (a) will give Tenant 24 hours written, fax or email notice of its intention to enter the Premises, which notice will state the reason for such entry, (b) will afford the Tenant the opportunity to have one or more of Tenant's personnel accompany the person or persons entering the Premises and (c) will comply with Tenant's reasonable confidentiality, privacy or security procedures.

ARTICLE 12. MECHANICS' LIENS

12.01. Tenant. Tenant shall promptly pay any contractors and materialmen who supply labor, work or materials to Tenant at the Premises or the Building so as to avoid the possibility of a lien attaching to the Premises or the Building. Tenant shall not permit any mechanics' liens to be filed at any time against the Premises or any part of the Building in connection with any work done by it or caused to be done by it. If any such lien should be filed, Tenant shall promptly cause it to be discharged of record by payment, deposit, bond, order of court, or otherwise. Nothing in this Lease is intended to authorize Tenant to do or cause any work or labor to be done or any materials to be supplied for the account of Landlord, all of the same to be solely for Tenant's account and at Tenant's risk and expense. Throughout this Lease the term "mechanic's lien" is used to include any lien, encumbrance or charge levied or imposed upon the Premises or the Building or any interest therein or income there from on account of any mechanic's, laborers or materialman's lien or claim or arising out of any debt or liability to or any claim or demand of any contractor, mechanic, supplier, materialman or laborer.

12.02. Landlord. Landlord shall promptly pay any contractors and materialmen who supply labor, work or materials to Landlord at the Premises or the Building so as to avoid the possibility of a lien attaching to the Premises or the Building. Landlord shall not permit any mechanic's lien to be filed at any time against the Premises, or the Building, or any part of the Premises or the Building, in connection with any work done by it or caused to be done by it. If any such lien should be filed, Landlord shall promptly cause it to be discharged of record by payment, deposit, bond, order of court, or otherwise.

ARTICLE 13. INDEMNITY

13.01. By Tenant. Tenant agrees to indemnify, defend and hold Landlord, its officers, partners, members, agents, affiliates, management company, concessionaires and employees, harmless against any and all liabilities, claims, demands, damages, costs, and expenses, including reasonable attorneys' fees arising in connection with: the conduct or management of Tenant's business in the Premises or Facility or its use for any reason of the Premises or Facility; any failure on the part of Tenant to observe, perform or comply with any terms, covenants or conditions of this Lease; any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the Premises or the Building; or loss of life, personal injury or damage to Facility caused to any person on or about the Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, agrees to defend the action or proceeding with counsel reasonably acceptable to Landlord, or at the election of Landlord to pay all attorney's fees and costs incurred by Landlord in connection with any of the foregoing matters. Without limiting the foregoing or any other waivers in favor of Landlord set forth in this Lease, Tenant will forever release and hold Landlord harmless from all claims arising out of damage to Tenant's property unless such damage occurs as a result of Landlord's grossly negligent and deliberate failure to make repairs required by this Lease within a reasonable time after having received written notice of the need for such repair, and in no event shall Landlord be liable for damage to Tenant's property which is or could have been insured against by Tenant under commonly available insurance policies. In case any such claim, action or proceeding for which Landlord is indemnified is brought against Landlord, upon notice from Landlord and at Tenant's sole cost and expense, Tenant shall resist or defend such claim, action or proceeding or shall cause it to be resisted or defended by an insurer. The indemnifications and releases set forth in this Paragraph 13.01 shall survive the expiration or other termination or other termination of this lease.

13.02. By Landlord. Landlord agrees to indemnify and hold Tenant, its officers, agents and employees, harmless against any and all liabilities, claims, demands, damages, costs, and expenses, including reasonable attorneys' fees arising from loss of life, personal injury or damage to property that occurs on or about the Premises or the Building occasioned by the sole negligence of Landlord, its managing partner, partners, member, officers, agents, contractors or employees.

ARTICLE 14. ASSIGNMENT AND SUBLEASE

14.01. By Tenant. Tenant shall not have the right to assign this Lease, sublet the Premises, or enter into a concession agreement with any other party, without the prior written approval of Landlord. Any permitted assignment or subleasing or concession agreement shall not relieve Tenant from its liability under the terms and conditions of this Lease, and any permitted assignee of Tenant shall be bound unconditionally by and perform all of the obligations of Tenant under this Lease and shall assume all such obligations in writing in form and content acceptable to Landlord.

14.02. By Landlord. Landlord is expressly given the right to assign any or all of its interest under the terms of this Lease.

ARTICLE 15. DEFAULT

15.01. Tenant's Default. Each of the following events shall be deemed to be events of default by Tenant under this lease:

(a) Tenant fails to pay any installment of Basic Rent, Additional Rent, or any other sum due under this Lease and the failure continues for a period of five (5) days after written notice is provided in accordance with Section 18.07 below. Notwithstanding the fact that Tenant cures arrearages in rent, if such delinquency and curing occur three (3) times within any twelve (12) month period, such delinquencies may be deemed by Landlord to be a deliberate default for which no further notice is required and which is not curable on the last occasion thereof.

(b) Tenant violates or fails to comply with any term, provision, covenant or condition of this Lease for a period of thirty (30) days after receiving written notice, in accordance with the provisions of Section 18.07 hereof, stating the nature of the violation or failure to comply.

(c) Tenant makes an assignment for the benefit of creditors or any other event described in Paragraph 15.02 occurs.

(d) Tenant abandons, deserts or vacates any substantial portion of the Premises for a period of thirty (30) or more days or removes or manifests an intention to remove any substantial portion of Tenant's goods or property there from other than in the ordinary and usual course of Tenant's business.

(e) Tenant fails to take actual *bona fide* occupancy of the Premises on or about the Commencement Date.

15.02. Insolvency. The (a) appointment of a receiver or trustee to take possession of all or a substantial portion of the assets of Tenant, or (b) the institution by or against Tenant of any proceedings for bankruptcy or reorganization under any state or federal law (unless, in the case of involuntary proceedings, the same shall be dismissed within sixty (60) days after institution), or (c) any execution issued against a significant portion of the assets of Tenant or against Tenant's leasehold interest hereunder which is not stayed or discharged at least twenty (20) days prior to a scheduled execution sale, shall constitute a breach of this Lease by Tenant. Landlord, in the event of such a breach, shall have, without need of further notice, the rights enumerated below.

15.03. Remedies for Default. On the occurrence of any event of default specified in Paragraph 15.01, Landlord shall have, in addition to all other rights and remedies available to it by law or equity or by any other provisions of this Lease, the option to pursue any one or more of the following remedies:

(a) Upon three (3) days' notice to Tenant, declare to be immediately due and payable, on account of the rent and other charges herein reserved for the balance of the term of this Lease (taken without regard to any early termination of said term on account of default), a sum equal to the Accelerated Rent Component (as defined in Paragraph 15.04 below), and Tenant shall remain liable to Landlord as hereinafter provided.

(b) Whether or not Landlord has elected to recover the Accelerated Rent Component, terminate this Lease on not less than (3) days' notice to Tenant and, on the date specified in said notice, this Lease and the term hereby demised and all rights of Tenant hereunder shall expire and terminate, Tenant shall thereupon quit and surrender possession of the Premises to Landlord in the condition elsewhere herein required, and Tenant shall remain liable to Landlord as hereinafter provided.

(c) In any case in which this Lease shall have been terminated, or in any case in which Landlord shall have elected to recover the Accelerated Rent Component and any portion of such sum

shall remain unpaid, Landlord may, without further notice, enter upon and repossess the Premises, by summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises and may have, hold and enjoy the Premises and the rents and profits there from. Landlord may, in its own name, as agent for Tenant, if this Lease has not been terminated, or in its own behalf, if this Lease has been terminated, relet the Premises or any part thereof for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease) and on such conditions and provisions (which may include concessions or free rent) as Landlord in its sole discretion may determine. Landlord may, in connection with any such reletting, cause the Premises to be redecorated, altered, divided, consolidated with other space or otherwise changed or prepared for reletting. No reletting shall be deemed a surrender and acceptance of the Premises.

(d) Tenant shall, with respect to all periods of time up to and including the expiration of the term of this Lease (or what would have been the expiration date in the absence of default or breach) remain liable to Landlord as follows:

(1) In the event of termination of this Lease on account of Tenant's default or breach, Tenant shall remain liable to Landlord for damages equal to the rent and other charges payable under this Lease by Tenant as if this Lease were still in effect, less the net proceeds of any reletting after deducting all costs incident thereto (including without limitation all repossession costs, brokerage and management commissions, operating and legal expenses and fees, alteration costs and expenses of preparation for reletting) and to the extent such damages shall not have been recovered by Landlord by virtue of payment by Tenant of the Accelerated Rent Component (but without prejudice to the right of Landlord to demand and receive the Accelerated Rent Component), such damages shall be payable to Landlord monthly upon presentation to Tenant of a bill for the amount due.

(2) If this Lease shall not have been terminated after default or breach by Tenant, the rent and all other charges payable under this Lease shall be reduced by the net proceeds of any reletting by Landlord (after deducting all costs incident thereto as above set forth) and by any portion of the Accelerated Rent Component paid by Tenant to Landlord, and any amount due to Landlord shall be payable monthly upon presentation to Tenant of a bill for the amount due.

(e) In the event Landlord shall, after default or breach by Tenant, recover the Accelerated Rent Component from Tenant and it shall be determined at the expiration of the term of this Lease (taken without regard to early termination for default) that a credit is due Tenant because the net proceeds of reletting, as aforesaid, plus the amounts paid to Landlord by Tenant exceed the aggregate of rent and other charges accrued in favor of Landlord to the end of said term, Landlord shall refund such excess to Tenant, without interest, promptly after such determination.

(f) Landlord shall in no event be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due upon a reletting.

(g) As a cumulative and alternative remedy of Landlord in the event of termination of this Lease by Landlord following any breach or default by Tenant, Landlord, at its option, shall be entitled to recover damages for such breach in an amount equal to the Accelerated Rent Component (determined from and after the date of Landlord's election under this subparagraph (g)) less the fair rental value of the Premises for the remainder of the term of this Lease (taken without regard to the early termination), and such damages shall be payable by Tenant upon demand.

(h) Nothing contained in this Lease shall limit or prejudice the right of Landlord to prove and obtain as damages incident to a termination of this Lease, in any bankruptcy, reorganization or other court proceedings, the maximum amount allowed by any statute or rule of law in effect when such damages are to be proved.

(i) Tenant hereby waives all errors and defects of a procedural nature in any proceeding brought against it by Landlord under this Lease. Tenant further waives the right to any notices to quit as may be specified in the Landlord and Tenant Act of Pennsylvania, Act of April 6, 1951, as amended, or any other applicable law. Tenant further agrees to surrender the Premises without the need for notice at the expiration of the term (including any renewal term) or upon the sooner termination of this Lease.

(j) If rent or any other sum due from Tenant to Landlord shall be overdue for more than three (3) days after notice from Landlord, it shall thereafter bear interest at the rate of five (5%) percent per annum over the Prime Rate published in the Wall Street Journal, from time to time in effect (or, if lower, the highest legal rate), until paid.

15.04. Accelerated Rent Component. For purposes hereof, the “Accelerated Rent Component” shall mean the aggregate of:

(a) All rent and other charges, payments, costs and expenses due from Tenant to Landlord and in arrears at the time of the election of Landlord to recover the Accelerated Rent Component;

(b) The Basic Rent reserved for the unexpired balance of the term of this Lease (taken without regard to any early termination of the term by virtue of any default) (“Default Period”), plus all other charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of Default Period that shall be capable of precise determination at the time of Landlord’s election to recover the Accelerated Rent Component, discounted to present value at two (2%) percent below the then existing prime rate of interest as published in the *Wall Street Journal*; and

(c) Landlord’s good-faith estimate of all charges, payments, costs and expenses herein agreed to be paid by Tenant up to the end of the Default Period that shall not be capable of precise determination as aforesaid (and for such purposes no estimate of any component of Additional Rent to accrue pursuant to the provisions of Paragraph 2.02 hereof shall be less than the amount which would be due if each such component continued at the highest monthly rate or amount in effect during the twelve (12) months immediately preceding the default) discounted to present value at two (2%) percent below the prime rate of interest published as published by *The Wall Street Journal*.

15.05. Cumulative Remedies. Pursuit of any of the remedies provided in this Lease shall not preclude pursuit of any of the other remedies provided in this Lease or by law. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. Nor shall pursuit of any remedies provided in this Lease by Landlord constitute a waiver or forfeiture of any rent due to Landlord under this Lease.

15.06. Waiver of Default. No waiver by either party of any default or violation or breach of any of the terms, provision, or covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law on an event of default shall not be deemed or construed to constitute a waiver of such default.

Landlord's acceptance of rent following an event of default under this Lease shall not be construed as Landlord's waiver of the default.

15.07. Surrender of Premises. Nothing done by Landlord or its agents during the Lease term shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless in writing and subscribed by Landlord.

ARTICLE 16. INSURANCE

16.01. Tenant's Insurance. Tenant, at Tenant's sole cost and expense, shall maintain and keep in effect throughout the term and any extensions or renewals thereof, the following insurance: a) insurance for bodily injury (including death) and for property damage under a policy of comprehensive general public liability insurance, with limits not less than \$2 million per occurrence and \$2 million aggregate; b) insurance for property damage against fire and such other perils as are normally covered by extended coverage endorsements in the county where the Premises are located, in an amount equal to the replacement value of Tenant's property, including the Tenant Improvements. The policy of comprehensive general public liability insurance shall name Tenant as the insured party and Landlord as an additional insured. Each policy shall provide that it will not be canceled without at least thirty (30) days prior written notice to Landlord and shall be issued by an insurer and in a form reasonably satisfactory to Landlord. At least ten (10) days prior to the Commencement Date, a certificate of insurance shall be delivered to Landlord with evidence of paid premium; and new or renewal certificates, together with evidence of paid premium, shall be delivered to Landlord at least twenty (20) days prior to expiration of the then current policy. If Tenant shall fail, refuse or neglect to obtain or to maintain any insurance that it is required to provide or to furnish Landlord with satisfactory evidence of coverage on any such policy, Landlord shall have the right to purchase such insurance. All such payments made by Landlord shall be recoverable by Landlord from Tenant, together with interest thereon, as Additional Rent promptly upon being billed therefor.

16.02. Mutual Waiver of Recovery. Tenant and Landlord agree to waive all claims, causes of action and rights of recovery against each other, and their respective agents, officers, and employees, for any damage or destruction of property or business that shall occur on or about the Premises originating from any cause whatsoever, including the negligence of either party and their respective agents, officers, and employees.

ARTICLE 17. MISCELLANEOUS

17.01. Mortgages. Tenant accepts this Lease subject to any deeds of trust, security interests, or mortgages that might now or later constitute a lien on the Premises or on improvements in the Premises or on the Building. Tenant must, on demand, execute any instruments, releases, or other documents that are required by any mortgagee for the purpose of subjecting and subordinating this Lease to the lien of any such deed of trust, security interest, or mortgage constituting a lien on the Premises or improvements in the Premises or the Building. Landlord has the right to waive the applicability of this Paragraph so that this Lease will not be subject and subordinate to any such deed of trust, security interest, or mortgage. Tenant shall, at the request of any mortgagee or purchaser of the Building attorn to such mortgagee or purchaser, provided Tenant has been granted a non-disturbance agreement by such mortgagee or purchaser.

17.02. Estoppel Statement. Tenant shall from time to time, within ten (10) days after request by Landlord, execute, acknowledge and deliver to Landlord a statement, which may be relied upon by

Landlord or any proposed assignee of Landlord's interest in this Lease or any existing or proposed mortgagee or ground Landlord, certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which rent and other charges have been paid, and whether, to the best of Tenant's knowledge, Landlord is in default hereunder or whether Tenant has any claims or demands against Landlord (and, if so, the default, claim and/or demand shall be specified).

17.03. Limitation of Liability. In the event of the voluntary or involuntary transfer of such ownership or right to a successor in interest of Landlord, Landlord shall be freed and relieved of all liability and obligation hereunder which shall thereafter accrue and Tenant shall look solely to such successor in interest for the performance of the covenants and obligations of the Landlord hereunder which shall thereafter accrue. The liability of Landlord and its successors in interest, under or with respect to this Lease, shall be strictly limited to and enforceable only out of its or their interest in the Premises, and shall not be enforceable out of any other assets. No mortgagee or ground Landlord which shall succeed to the interest of Landlord hereunder (either in terms of ownership or possessory rights) shall: (1) be liable for any previous act or omission of a prior Landlord, (2) be subject to any rental offsets or defenses against a prior Landlord, (3) be bound by any amendment of this Lease made without its written consent, or by payment by Tenant of rent in advance in excess of one (1) month's rent, (4) be liable for any security not actually received by it, or (5) be liable for any initial construction of the improvements to be made to the Premises or for any allowance or credit to Tenant for rent, construction costs or other expenses. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the successors and assigns of Landlord.

17.04. Environmental Covenants. Tenant shall not use, generate, store, treat, dispose of, or otherwise introduce into, on or about the Premises or the Building any hazardous substances (as hereinafter defined), nor shall Tenant cause or permit any other person or entity to do so. "Hazardous substances" means any hazardous waste, hazardous substance, pollutant, contaminant or solid waste as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 *et seq.*, and any other applicable federal, state or local laws or ordinances, and in the rules and regulations thereunder, as may be amended, supplemented or superseded from time to time, including without limitation any polychlorinated biphenyls (PCB's), urea formaldehyde, or asbestos, or any other substance which may at any time be a violation or support a claim or cause of action under common law or any federal, state or local environmental statute, regulation, ordinance or other environmental regulatory requirement, whether currently or as a result of future removal. However, the foregoing restrictions shall not apply to the storage and use of common office and cleaning supplies necessary for routine office operations, which are properly stored in reasonable quantities. Tenant agrees to clean up all hazardous substances in or on the Premises or the Building if caused or permitted by Tenant (or if Tenant shall be otherwise responsible therefor), in a manner which shall comply with all applicable environmental laws and requirements. Upon request, Tenant shall cooperate with Landlord in furnishing to a governmental authority any information which may be required regarding environmental matters. The provisions of this Paragraph regarding environmental matters shall survive the expiration or sooner termination of this Lease.

17.05. Requested Modifications. If, in connection with obtaining, continuing or renewing financing for the Building or any interest therein represents collateral in whole or in part, a lender shall request reasonable modifications of this Lease as a condition of such financing, Tenant will not unreasonably withhold, delay or defer its consent thereto, provided that such modifications do not increase the monetary obligations of Tenant hereunder or adversely affect to a material degree the Tenant's leasehold interest hereby created.

17.06. Notices and Addresses. All notices to be given under this Agreement shall be given by certified mail or registered mail, postage prepaid, return receipt requested, or sent by a national overnight courier service, addressed to the proper party, at the following addresses:

Landlord: City of York
c/o York Professional Baseball Club, LLC
5 Brooks Robinson Way
York, PA 17401
ATTN: R. Eric Menzer

With a copy (which shall not constitute notice) to: York City Solicitor

101 South George Street
York, PA 17401

Tenant: [insert name and address]

Either party may change the address to which notices are to be sent by giving the other party notice of the new address in the manner provided in this Paragraph. Notice by personal delivery shall be deemed given if delivered to the Premises between 9:00 a.m and 5:00 p.m. on weekdays or other customary business hours of Tenant. Notice by registered or certified mail shall be deemed given on the third business day following deposit in the mail. Notice by overnight courier service shall be deemed given on the next business day following deposit with such service.

17.08. Brokers. Landlord and Tenant certify that no real estate or other broker was involved in the securing or negotiation of this Agreement, and no commission is due to any party as the result of this transaction.

17.09. Binding Successors and Assigns. All rights and liabilities given to, or imposed on, the respective parties to this Lease shall extend to and bind the several respective successors and assigns of the parties when otherwise permitted by this Lease.

17.10. Pennsylvania Law. This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. All obligations of the parties created by this Agreement are performable in York County, Pennsylvania.

17.11. Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in the agreement. This Lease Agreement is the product of negotiations between the Landlord and Tenant and their respective legal counsels, and shall be interpreted neutrally, without placing any greater burden of proof upon any party or construing any ambiguity against any party, as the result of a party or its counsel having drafted this Lease Agreement.

17.12. Prior Agreements Superseded. This Lease constitutes the only agreement between Landlord and Tenant and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

17.13. Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the Landlord and Tenant.

17.14. Attorneys' Fees and Costs. If at any time during the term of this Lease either Landlord or Tenant shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default of this Lease, then the unsuccessful party shall reimburse the successful party for reasonable attorneys' fees and expenses incurred to enforce the Lease.

17.15. Unavoidable Delay. Neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this Lease other than payment of Basic Rent or additional rent so long as such performance is hindered or prevented by unavoidable delays. For purposes of this Paragraph, unavoidable delays shall be defined as natural disasters; strikes, lockouts or labor disputes; governmental regulations, restrictions, or controls; enemy or hostile government action; civil riot; fire, floods, or nuclear accident; or any other cause not reasonably within the control of Landlord or Tenant and that by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome.

17.16. Time of Essence. Time is of the essence of this Agreement.

17.17. Quiet Enjoyment. If and so long as Tenant pays the Rent and observes and performs all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term, subject nevertheless to all of the provisions of this Lease, including without limitation, the provisions of Article 18 below.

17.18 CONFESSTION OF JUDGMENT IN EJECTMENT. WHEN THIS LEASE SHALL BE TERMINATED OR CANCELLED BY LANDLORD BY REASON OF BREACH OF ANY PROVISION HEREOF BY TENANT, EITHER DURING THE ORIGINAL TERM OF THIS LEASE OR ANY RENEWAL THEREOF, AND ALSO AS SOON AS THE TERM HEREBY CREATED OR ANY RENEWAL THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR TENANT TO FILE AN AGREEMENT FOR ENTERING IN ANY COURT OF COMPETENT JURISDICTION AN AMICABLE ACTION AND CONFESSTION OF JUDGMENT IN EJECTMENT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE OR A TRUE AND CORRECT COPY THEREOF SHALL BE SUFFICIENT WARRANT. UPON THE JUDGMENT, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION MAY ISSUE FORTHWITH. IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE COMMENCED THE ACTION SHALL BE TERMINATED AND POSSESSION REMAINS IN OR IS RESTORED TO TENANT, LANDLORD SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OR CANCELLATION OF THIS LEASE AS SET FORTH ABOVE, TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS SET FORTH ABOVE AND TO RECOVER POSSESSION AS SET FORTH ABOVE.

Signature page follows

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:
[insert name of Tenant]

By: _____
[name and title]