

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 9
	TO LEASE NO. GS-03P-LPA12104
ADDRESS OF PREMISES Yorktowne Medical Center 2350 Freedom Way York, PA 17402-8265	PDN Number:

THIS AMENDMENT is made and entered into between **Pwrball LP, Chad Finkenbiner**

whose address is: **2350 Freedom Way, Suite 251, York, PA 17402-8265**
hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to provide notice to proceed for Change Orders #12 & 13 and adjust the rental rate accordingly.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **February 5, 2015** as follows:

- A. The Lessor shall furnish all labor, materials, tools, equipment, services, and associated work to provide, install, complete and maintain said work, identified in the Change Orders below:
 - Change Order 12 – Conduit & Pull Strings to Suite IT Closet. See Attached. - [REDACTED]
 - Change Order 13 – Electrical – Added Room 212/213 Scope - [REDACTED]
- B. Upon completion and the Government's inspection and acceptance of all completed tenant improvements, the sum of \$16,076.00 shall be amortized into the rent. The rental rate shall be adjusted as noted in Paragraph C below.
- C. Paragraph 1.03.A (Rent and Other Consideration) of the Lease is hereby amended by deleting the existing text in its entirety and inserting the following in lieu thereof:

This Lease Amendment contains **seven (7)** pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [REDACTED]
Name: [REDACTED]
Title: Manager
Entity Name: PWRBALL, LP
Date: 2-10-15

FOR THE GOVERNMENT:

Signature: [REDACTED]
Name: [REDACTED]
Title: [REDACTED]
GSA, Pub[REDACTED]
Date: [REDACTED]

WITNESSED FOR THE LESSOR BY:

Signature: [REDACTED]
Name: [REDACTED]
Title: MANAGER
Date: 02-10-15

"1.03.A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM	NON FIRM TERM
	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$101,048.92	\$101,048.92
TENANT IMPROVEMENTS RENT ²	\$ 36,943.30	\$0.00
OPERATING COSTS ³	\$ 28,263.90	\$ 28,263.90
BUILDING SPECIFIC AMORTIZED CAPITAL ⁴	\$ 5,191.20	\$ 0.00
PARKING ⁵	\$ 13,540.32	\$ 13,540.32
TOTAL ANNUAL RENT	\$184,987.64	\$142,853.14

¹Shell rent (Firm Term) calculation: \$23.06 per RSF multiplied by 4,382 RSF

²The Tenant Improvement Allowance of \$184,716.48 is amortized at a rate of 0 percent per annum over five (5) years.

³Operating Costs rent calculation: \$6.45 per RSF multiplied by 4,382 RSF

⁴Building Specific Amortized Capital (BSAC) of \$25,956.00 is amortized at a rate of 0 percent per annum over five (5) years

⁵Parking costs described under sub-paragraph G below."

INITIALS: CMF
LESSOR

&

[Signature]
GOVT