

AMENDMENT TO WOMEN'S CLINIC LEASE AGREEMENT
(With Right of First Refusal and Option to Purchase)

This Amendment To Women's Clinic Lease Agreement ("Amendment") is entered by and between WESTWING, LLC, an Alaska limited liability company ("Lessor"), whose address is PO BOX 537, HOMER, AK 99603, and KENAI PENINSULA BOROUGH, an Alaska municipal corporation, ("Borough" or "Lessee"), whose address is 144 N. Binkley St., Soldotna, AK 99669, on behalf of SOUTH KENAI PENINSULA HOSPITAL SERVICE AREA ("SKPHSA"), together with SOUTH PENINSULA HOSPITAL, INC., ("SPH, Inc.") an Alaska nonprofit corporation, ("Sublessee").

WHEREAS, Lessor and Lessee, entered into a Women's Clinic Lease Agreement ("Lease") on June 6, 2012 for the leased premises at 4117 Bartlett Street, Homer, Alaska 99603, Assessor's Parcel No.: 17506104, with legal description as set forth in the Lease, to be used by SPH, Inc., as Lessee's permitted Sublessee, for the operation and conduct of a Women's Clinic for the benefit of the Borough and SKPHSA; and

WHEREAS, the KPB gave notice of extension as authorized by the Lease on January 11, 2017 for a one-year term and on July 2, 2018 for a one-year term; and

WHEREAS, the Lease expires on June 30, 2019; and

WHEREAS, the Lessor and Lessee desire to continue use at this location for up to two additional years; and

WHEREAS, the parties desire to amend the Lease as set forth in this Amendment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, and terms set forth herein and in the Lease, the parties agree to amend the Lease as follows:

➤ **Amend Article 3.2 to read, as follows:**

3.2. Renewal Options. Provided that this Lease is in full force and effect and Lessee and Sublessee are not in default hereunder, Lessee and Sublessee shall have the right and

option to renew this Lease for an additional two successive Terms, commencing July 1, 2019, with each individual term being for a period of one year, and under the same terms, conditions, and provisions herein for the original Term of the Lease, except for Rent. The renewal options to be effective must be exercised by the Lessee and/or Sublessee by written notice to Lessor in the form and manner provided in §15.4 at least six months prior to the commencement date of the renewal term.

Entering into this Amendment shall serve as exercise of the first of the two added renewal options.

➤ **Amend Article 4 to add 4.1(c) to read as follows:**

4.1(c). Renewal Rent for Terms Commencing July 1, 2019 and July 1, 2020.

For each renewal option, as amended, hereby, commencing July 1, 2019 and July 1, 2020, if so exercised, the Annual Rent shall be \$36,000, and the corresponding Monthly Rent shall be \$3,000. This rent was derived using the procedure set forth in Section 4.1 (b) and is set for the above-mentioned Renewal Terms as a matter of agreement.

All other aspects, terms and conditions of the original Lease, not amended as set forth above, will remain the same as in the original Lease, and remain in full force and effect. This amendment document shall be controlling to the extent there is a conflict between the terms of the original Agreement and this Amendment.

DATED this _____ day of _____, 2019.

WESTWING, LLC
LESSOR

By: Sonja Martin Young, Member

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by SONJA MARTIN YOUNG, Member of WESTWING, LLC, an Alaska limited liability company, on behalf of the company.

Notary Public, State of Alaska
My Commission Expires:_____

DATED this _____ day of _____, 2019.

KENAI PENINSULA BOROUGH
LESSEE

By: Charlie Pierce, Mayor

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by CHARLIE PIERCE, Mayor of the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, on behalf of the corporation.

Notary Public, State of Alaska
My Commission Expires:_____

ATTEST:

Approved as to Form and
Legal Sufficiency:

Johni Blankenship,
Borough Clerk

Colette G. Thompson,
Borough Attorney

DATED this _____ day of _____, 2019.

SOUTH PENINSULA HOSPITAL, INC.
SUBLESSEE

By: Noel Rea, Interim Chief Executive Officer

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Noel Rea, Interim Chief Executive Officer of SOUTH PENINSULA HOSPITAL, INC., an Alaska nonprofit corporation, on behalf of the corporation.

Notary Public, State of Alaska
My Commission Expires:_____