

**AMENDMENT TO MEDICAL BUSINESS OFFICE LEASE AGREEMENT**  
**(With Right of First Refusal and Option to Purchase)**

THIS AMENDMENT TO MEDICAL BUSINESS OFFICE LEASE AGREEMENT (“Amendment”) is entered by and between CRANBERRY POINT, LLC, an Alaska limited liability company (“Lessor”), whose address is PO BOX 894, 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., an Alaska nonprofit corporation, (“Sublessee”).

WHEREAS, CRANBERRY POINT, LLC, Lessor, and KENAI PENINSULA BOROUGH, Lessee, have entered into a Medical Business Office Lease Agreement (“Lease”) for the leased premises at 309 W. Fairview Ave., Homer, Alaska 99603, Assessor’s Parcel No.: 17506403, with legal description as set forth in the Lease, to be used by SOUTH PENINSULA HOSPITAL, INC., as Lessee’s permitted Sublessee, for the operation and conduct of a medical business office for the benefit of the Borough and SKPHSA; and,

WHEREAS, the Lease expires on June 30, 2017, subject to renewal options; and,

WHEREAS, the Sublessee exercised the second and final option to renew on January 11, 2017; and,

WHEREAS, the Sublessee expects to terminate the lease in 2018; and

WHEREAS, the parties desire to amend the Lease to allow for early termination by Lessee 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:

- **Add Article 3.5 to read as follows:**

**3.5 Termination.** At any time Lessee is in good standing, Lessee shall have the right to early termination of this Lease, by providing written notice to Lessor 60-days prior to such termination.

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 \_\_\_\_\_, 2017.

CRANBERRY POINT, LLC,  
LESSOR

\_\_\_\_\_  
By: WILLIAM H. BELL, M.D., Member

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by WILLIAM H. BELL, M.D., a Member of CRANBERRY POINT, LLC, an Alaska limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public in and for State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

KENAI PENINSULA BOROUGH,  
LESSEE

\_\_\_\_\_  
By: MIKE NAVARRE, Mayor

ATTEST:

Approved as to Form and  
Legal Sufficiency:

\_\_\_\_\_  
Johni Blankenship,  
Borough Clerk

\_\_\_\_\_  
Colette G. Thompson,  
Borough Attorney

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by MIKE NAVARRE, Mayor of the KENAI PENINSULA BOROUGH, an Alaska municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for State of Alaska  
My Commission Expires: \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

SOUTH PENINSULA HOSPITAL, INC.,  
SUBLESSEE

\_\_\_\_\_  
By: ROBERT F. LETSON, Chief Executive Officer

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2017, by ROBERT F. LETSON, Chief Executive Officer of SOUTH PENINSULA HOSPITAL, INC., an Alaska nonprofit corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for State of Alaska  
My Commission Expires: \_\_\_\_\_