

SECOND AMENDMENT TO LEASE OF SPACE FOR MEDIC ONE OPERATIONS

THIS INSTRUMENT amends that certain "Lease of Space for Medic One Operations" ("the Lease") entered into between KING COUNTY PUBLIC HOSPITAL DISTRICT NO 2, a municipal corporation of the State of Washington doing business as Evergreen Medical Center ("Evergreen") and the CITY OF REDMOND, WASHINGTON, a municipal corporation of the State of Washington ("Redmond"), as previously amended

WHEREAS, Section 7 3 5 of the Lease originally provided that Redmond will use its reasonable best efforts to cause substantial completion of certain improvements to the Leased Premises to be completed on or before December 31, 2008, and

WHEREAS, the parties entered into a "First Amendment to Lease of Space for Medic One Operations" (the First Amendment) on September 12, 2008 under which the parties extended the date for substantial completion of the improvements to June 1, 2009, and

WHEREAS, Redmond has designed the improvements and has put the same out to bid, but will be unable to award the contract and have the work substantially complete by June 1, 2009,

WHEREAS, the parties wish to amend the Lease in order to provide for substantial completion to occur no later than December 31, 2009, now, therefore,

EVERGREEN AND REDMOND hereby agree to amend Section 7 3 5 of the Lease to read as follows

7 3 5 Redmond shall use its reasonable best efforts to commence construction of the Redmond Improvements following receipt of a building permit for the same Redmond shall cause construction of the Redmond Improvements to be diligently and continuously prosecuted All work shall be performed in a good and workmanlike manner, shall be free from defects in the work and materials, and shall be constructed and in substantial conformance with the Contract Documents, the requirements of this Lease, and the requirements of law Redmond shall use its reasonable best efforts to cause substantial completion of the Redmond Improvements on or before December 31, 2009 As used in this Lease, "substantial completion" means the date on which the Redmond Improvements are sufficiently complete that Redmond can occupy or utilize the Premises for its

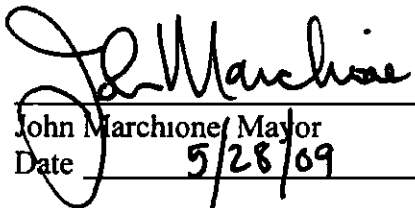
intended purposes and where only minor punch list items remain to be completed

Except as expressly modified by this instrument, all terms and conditions of the Lease and the First Amendment remain unchanged and in full force and effect

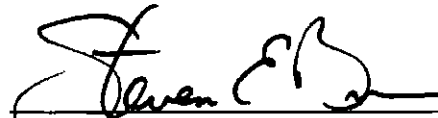
IN WITNESS WHEREOF, Evergreen and Redmond have executed this Amendment to Lease of Space for Medic One Operations as of the last date set forth below

CITY OF REDMOND

**KING COUNTY PUBLIC
HOSPITAL DISTRICT NO 2**




John Marchione, Mayor
Date 5/28/09



Steven E. Brown
Chief Executive Officer
Date 6/12/09

ATTEST/AUTHENTICATED

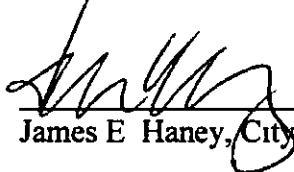
Recommended Debra Morgan 6/9/2009



Michelle McGehee, City Clerk

*Reviewed
John Hunt 6/9/09*

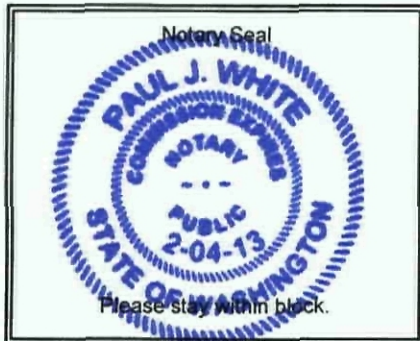
APPROVED AS TO FORM



James E. Haney, City Attorney

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **John Marchione** and **Michelle McGehee** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as the **Mayor and City Clerk of City of Redmond, Washington**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument.



Dated: June 2, 2009

Signature: Paul J. White
2009/0602

Print Name: PAUL J. WHITE

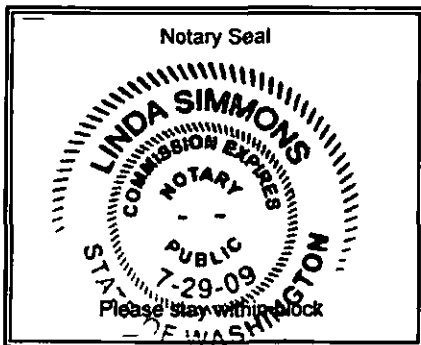
Notary Public in and for the State of Washington

Residing at UNIVERSITY PLACE, WA

My Commission Expires: 2013-02-04

STATE OF WASHINGTON)
) §
COUNTY OF KING)

I certify that I know or have satisfactory evidence that **Steven E Brown** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the **Chief Executive Officer of King County Public Hospital District No 2**, to be the free and voluntary act of such entity for the uses and purposes mentioned in the instrument



Dated 6/12/09
Signature Linda Simmons
Print Name LINDA SIMMONS
Notary Public in and for the State of Washington
Residing at Woodinville
My Commission Expires 7/29/09