

**RENEWAL & AMENDMENT NO. 4
TO EQUIPMENT LEASE AGREEMENT
BETWEEN MODULAR DEVICES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
LEASE OF RADIOLOGY TRAILERS**

This Renewal & Amendment No. 4 to the Equipment Lease Agreement (“Lease”) which was effective on August 1, 2018 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center (hereinafter “NMC”), and Modular Devices, Inc. (hereinafter “CONTRACTOR”); **From this point forward, the party referenced previously as “NMC” shall be referenced as “COUNTY” and collectively, COUNTY and CONTRACTOR are referred to as the “Parties” to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Lease was executed for the lease of a mobile computerized tomography (CT) unit, a mobile angiography interventional radiology lab (IR) unit, and a mobile magnetic resonance imaging (MRI) unit with a term of August 1, 2018 through July 31, 2020 and a total Lease amount not to exceed \$2,868,000; and

WHEREAS, NMC and CONTRACTOR amended the Lease on June 9, 2020 via Amendment No. 1 to extend the term for an additional eleven (11) month period through June 30, 2021 to allow for services to continue and to add an additional \$917,000 thereby increasing the total Lease amount to \$3,785,000; and

WHEREAS, NMC and CONTRACTOR amended the Lease on March 5, 2021 via Amendment No. 2 to add an additional \$477,000 thereby increasing the total Lease amount to \$4,262,000, with no change to the term; and

WHEREAS, the term of the Agreement expired on June 30, 2021; and

WHEREAS, County and CONTRACTOR amended the Agreement on October 18, 2021 to extend the rental term for only the IR unit it for a four (4) month period through October 31, 2021 with no additions to the scope or billing structure, and no change to the total Agreement amount of \$4,262,000; and

WHEREAS, the term of the Agreement expired on October 31, 2021; and

WHEREAS, County and CONTRACTOR currently wish to amend the Agreement to extend the lease of the IR unit for an additional three (3) month period (November 1, 2021 through January 31, 2022) for a revised full agreement term of August 1, 2018 through January 31, 2022 with no additions to the original scope of work and to increase the Agreement by \$157,500 for a total Agreement amount of \$4,419,500.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Lease as follows:

1. Section 1. Section 1 to the Lease is hereby amended and restated to read in its entirety as follows:

“1. LEASE – Lessor agrees to lease to Lessee, and Lessee agrees to hire from Lessor, the following leased Equipment;

- One (1) Mobile IR Laboratory (ie; Angiography Lab)

an 8-foot by 48-foot shell, hereinafter called “Equipment” which is also more particularly described in Exhibit B attached hereto and by reference made a part hereof. Site preparation and installation requirements are the responsibility of Lessee, and shall not include but not be limited to those items listed in a SITE REQUIREMENTS, which is more particularly described in EXHIBIT B attached hereto and made a part of this Agreement.

This Agreement shall constitute a binding commitment of the parties to lease the Equipment on the terms of this Agreement and any schedules attached hereto and made a part hereof.”

2. Section 2. Section 2 to the Lease is hereby amended and restated to read in its entirety as follows:

“2. TERM AND TOTAL AMOUNT PAYABLE. The term of this Lease is August 1, 2018 (“Effective Date”) through January 31, 2022. The total amount payable by NMC to CONTRACTOR under this Lease shall not exceed the sum of \$4,419,500.”

3. Except as provided herein, all remaining terms, conditions and provisions of the Lease are unchanged and unaffected by this Renewal & Amendment No. 4 and shall continue in full force and effect as set forth in the Lease.
4. A copy of this Renewal & Amendment No. 4 shall be attached to the Lease.
5. This Renewal & Amendment No. 4 shall be effective when signed by both parties.

The remainder of this page was intentionally left blank.

~ Signature page to follow ~

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

NATIVIDAD MEDICAL CENTER

By: _____
Gary R. Gray, DO, CEO

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: *Stacy L. Seft*
Monterey County Deputy County Counsel

Date: 11/10/2021

APPROVED AS TO FISCAL PROVISIONS

By: *Gary Giboney*
Monterey County Deputy Auditor/Controller

Date: 11/15/2021

CONTRACTOR

Modular Devices, Inc.
CONTRACTOR's Business Name
See instructions below

By: _____
(Signature of: Chair, President, or Vice-President)

Name and Title

Date: _____

By: *Greg S. Mink*
(Signature of: Secretary, Asst. Secretary, CFO,
Treasurer, or Asst. Treasurer)

Greg S. Mink Secretary
Name and Title

Date: 10-19-21

*****Instructions*****

If **CONTRACTOR** is a corporation; including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers (two signatures required).

If **CONTRACTOR** is a partnership; the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership (two signatures required).

If **CONTRACTOR** is contracting in an individual capacity, the individual shall set forth the name of the business, if any and shall personally sign the Agreement (one signature required).