

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN Modular Devices Inc. AND
THE NATIVIDAD MEDICAL CENTER
FOR
Exchange of Equipment and Services**

This Amendment No. 1 to Professional Services Agreement ("Agreement"), dated August 1, 2013 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Modular Devices Inc. (Contractor), with respect to the following:

RECITALS

WHEREAS, the County and Contractor wish to amend the Agreement to exchange equipment and add additional services requested by County; and

WHEREAS, the County and Contractor wish to amend the Agreement to increase the amount of the Agreement by \$295,500 because of the amount payable for the equipment exchange and services rendered.

AGREEMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Amendment-No. 1 to Proposal "A"; Equipment Lease Agreement attached to this Amendment, is hereby incorporated into Proposal "A". All references in the Agreement to Proposal "A" shall be construed to refer to Amendment- No 1 to Proposal "A"; Equipment Lease Agreement.
2. Section 1. "PAYMENTS BY NMC" shall be amended by removing, "*The total amount payable by NMC to CONTRACTOR under this Agreement shall not exceed the sum of \$2,157,000.*" and replacing it with "*The total amount payable by County to CONTRACTOR under Agreement No. (A-12530 / MYA983) shall not exceed the total sum of \$2,452,500 for the full term of the Agreement*".
3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Amendment shall be attached to the original Agreement (No.A-12530 / MYA983).
5. The effective date of this Amendment is August 1, 2014.

IN WITNESS WHEREOF, the parties hereto are in agreement with this Amendment on the basis set forth in this document and have executed this Amendment on the day and year set forth herein.

Natividad Medical Center

By: _____
Sid Cato, NMC Contracts Manager

Date: _____

By: [Signature]
Harry Weis, NMC Chief Executive Officer

Date: 2/8/17

APPROVED AS TO LEGAL PROVISIONS

By: [Signature]
Anne Brereton, Deputy County Counsel

Date: July 1, 2014

APPROVED AS TO FISCAL PROVISIONS

By: [Signature]
Gary Gibony
Monterey County Auditor/Controller's Office

Date: 7-1-14

Contractor

MODULAR DEVICES INC.
Contractor's Business Name*** (see instructions)

[Signature]
Signature of Chair, President, or Vice-President

WILLIAM R. MINK, PRESIDENT
Name and Title

Date: 6-19-2014

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

GREG S. MINK, C.O.D.
Name and Title

Date: 6-19-2014

***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 and individual capacity, the individual shall set forth the name of the

Amendment -No 1 to Proposal "A"; Equipment Lease Agreement
**FIRST AMENDMENT TO THE MOBILE CT LAB AGREEMENT BETWEEN MODULAR
DEVICES INC. AND THE COUNTY OF MONTEREY**

This First Amendment to the Agreement ("Amendment") between **Modular Devices Inc.** and **the County of Monterey** is dated effective as of the date fully executed by both parties, and is entered into by and between **Modular Devices Inc. ("Lessor")** and **the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center ("Lessee")**. Lessor and Lessee entered into the original Agreement dated effective July 3, 2013.

Lessor and Lessee now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section 1 entitled "LEASE" is hereby revised to read in its entirety:

LEASE - Lessor agrees to lease to Lessee, and Lessee agrees to hire from Lessor, one (1) Mobile 64-Slice CT Laboratory, in an 8-foot by 48-foot shell, hereinafter called "Equipment" which is also more particularly described in EXHIBIT "A" attached hereto and by reference made a part hereof. Site preparation and installation requirements are the responsibility of Lessee, and shall include but not be limited to those items listed in a SITE REQUIREMENTS, which is more particularly described in EXHIBIT "B", page attached hereto and made a part of this Agreement.

Exhibits "A" and "B" are attached and are updated to include details on the Mobile 64-Slice CT Lab.

2. Section 2 entitled "TERM" contains the following revisions:

TERM – the term of this Lease shall continue to be for three (3) years ("Original Term").

The estimated Equipment delivery date for the Mobile 64-Slice CT Lab will be on or about a date TBD – contingent upon approval.

Upon the execution of this Amendment, Lessee shall have paid to Lessor the prepaid transportation charges of \$7,500.00 along with delivery of the Amendment, which has been executed by Lessee.

3. Section 3 entitled "RENT" is hereby revised to read in its entirety:

Amendment -No 1 to Proposal "A"; Equipment Lease Agreement
**FIRST AMENDMENT TO THE MOBILE CT LAB AGREEMENT BETWEEN MODULAR
DEVICES INC. AND THE COUNTY OF MONTEREY**

RENT - Rental for the Equipment will be paid in monthly rental payments of \$40,000.00. This rental rate will begin upon delivery ("Commencement Date") of the Mobile 64-Slice CT Lab.

4. Section 4 "TRANSPORTATION EXPENSE" is hereby revised to read in its entirety:

TRANSPORT EXPENSE - Lessee shall be responsible for prepaying transportation charges in the amount of \$7,500.00 to transport the Equipment to Lessee.

5. This Amendment embodies the entire agreement between Modular Devices Inc. and the County of Monterey with respect to the Amendment to the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
6. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
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Amendment -No 1 to Proposal "A"; Equipment Lease Agreement
**FIRST AMENDMENT TO THE MOBILE CT LAB AGREEMENT BETWEEN MODULAR
DEVICES INC. AND THE COUNTY OF MONTEREY**

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to Agreement as of the dates set forth below. For all purposes hereof, the date of the Agreement shall be the date of the Lessor's acceptance as set forth below.

ACCEPTED BY:

LESSOR:
MODULAR DEVICES, INC.

6678 Guion Road
Indianapolis, Indiana 46268

BY: 

Printed
NAME: William R. Mink

TITLE: President

DATE: 6-19-2014

LESSEE:
**The County of Monterey, a political
subdivision of the State of California, on
behalf of Natividad Medical Center**

1441 Constitution Blvd.
Salinas, CA, 93906

BY: 

Printed
NAME: Harry Weiss

TITLE: CEO

DATE: 2/8/14