

**RENEWAL AND AMENDMENT NO. 3  
TO EQUIPMENT LEASE AGREEMENT  
BETWEEN MODULAR DEVICES, INC. AND  
NATIVIDAD MEDICAL CENTER  
FOR  
LEASE OF RADIOLOGY TRAILERS**

This Renewal & Amendment No. 3 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”); (collectively, the County, NMC and CONTRACTOR are referred to as the “Parties”), 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**, County 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**, County 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 currently wish to renew the Agreement retroactively to July 1, 2021, and amend the Agreement to extend the rental term for only the IR unit it for a four (4) month period through October 31, 2022 with no additions to the scope or billing structure, and no change to the total Agreement amount of \$4,262,000.

**AGREEMENT**

**NOW, THEREFORE**, the Parties agree to amend the Agreement as follows:

1. Section 1. Section 1 of the Agreement 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 to 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 of the Agreement “TERM” is hereby amended and restated to read in its entirety as follows:

“TERM – The term of this Lease is August 1, 2018 (effective date) through October 31, 2021.

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 3 and shall continue in full force and effect as set forth in the Agreement.
4. A copy of this Renewal & Amendment No. 3 shall be attached to the Agreement.
5. This Renewal & Amendment No. 3 shall be effective retroactively on July 1, 2021.

*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. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

**COUNTY OF MONTEREY on behalf of  
NATIVIDAD MEDICAL CENTER**

By: \_\_\_\_\_  
Gary R. Gray, DO, CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL PROVISIONS**

By: Stacy L. Saelle  
Monterey County Deputy County Counsel

Date: 10/15/2021

**APPROVED AS TO FISCAL PROVISIONS**

By: Gary Giboney  
Monterey County Deputy Auditor/Controller

Date: 10/15/2021

**CONTRACTOR**

**Modular Devices, Inc.**

**CONTRACTOR's Business Name**

\*\*\*See instructions below\*\*\*

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

MARK KOERS, VP

Name and Title

Date: 10-15-2021

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

Greg S. Mink Secretary  
Name and Title

Date: 10-15-21

**\*\*\*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).