

**AMENDMENT NO. 2
TO EQUIPMENT LEASE AGREEMENT
BETWEEN MODULAR DEVICES, INC. AND
NATIVIDAD MEDICAL CENTER
FOR
LEASE OF RADIOLOGY TRAILERS**

This Amendment No. 2 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, 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 currently wish to amend the Lease to add \$477,000 for the continued use of the IR and MRI units through June 30, 2021 for a revised total Lease amount of \$4,262,000, with no change to the term of the Lease.

AGREEMENT

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

1. **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 June 30, 2021. The total amount payable by NMC to CONTRACTOR under this Lease shall not exceed the sum of \$4,262,000.”
2. Except as provided herein, all remaining terms, conditions and provisions of the Lease are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Lease.
3. A copy of this Amendment No. 2 shall be attached to the Lease.
4. This Amendment No. 2 shall be effective when signed by the last party.

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. 2 on the basis set forth in this document and have executed this Amendment No. 2 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. Saelle
Monterey County Deputy County Counsel

Date: 1/13/2021

APPROVED AS TO FISCAL PROVISIONS

By: Gary K Giboney
Monterey County Deputy Auditor/Controller

Date: 1-13-2021

CONTRACTOR

Modular Devices, Inc.

CONTRACTOR's Business Name

See instructions below

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

Greg S. Mink CEO
Name and Title

Date: 1-5-2021

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

CFO
Name and Title

Date: 1/5/21

*****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).