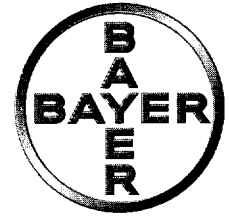


Bayer HealthCare
Diagnostics Division



27771

Bayer HealthCare LLC, Diagnostics Division
115 Norwood Park South, Norwood, MA USA

AMENDMENT to the SUPPLEMENT to the MASTER INSTRUMENT USAGE AGREEMENT

THIS AMENDMENT to the Supplement dated May 15, 2005, to the Master Instrument Usage Agreement between Bayer HealthCare LLC, Diagnostics Division ("Bayer") and City of Long Beach ("Customer") is made effective May 15, 2005 ("Effective Date").

WHEREAS, Customer and Bayer desire to amend the Supplement as set forth below in order that the Supplement, as amended, is acceptable to both parties for execution;

NOW THEREFORE, in consideration of the terms and conditions contained herein, the parties agree the Supplement shall be amended as follows:

1. For the purposes of this Supplement, the last sentence of Section X of the Master Instrument Usage Agreement shall be deleted.
2. For the purposes of this Supplement, Section XIII of the Master Instrument Usage Agreement shall read: "All invoices are due and payable within 30 days of the date of receipt of invoice."
3. For the purposes of this Supplement, the last sentence of Section ~~XIV~~ of the Master Instrument Usage Agreement shall read: "Bayer will notify Customer in writing of any such price increase with such price increase becoming effective upon Customer's written acceptance."
4. For the purposes of this Supplement, the first sentence of Section XVII of the Master Instrument Usage Agreement shall read: "Customer may terminate a Supplement upon the second anniversary of the commencement date of its Initial Term or any anniversary date thereafter or in accordance with items 3, 8 and 9 of the Customer's amended Purchase Order- General Conditions."
5. For the purposes of this Supplement, Section XVIII of the Master Instrument Usage Agreement shall be amended as follows: "State of New York" shall be replaced with "State of California".
6. For the purposes of this Supplement, the first sentence of Section XX of the Master Instrument Usage Agreement shall read: "This Agreement, including the Supplements and Customer's amended Purchase Order-General Conditions attached hereto, sets forth the entire agreement between parties relating to the subject matter herein and there are no understandings, agreements, or representations expressed or implied not stated herein."
7. For the purposes of this Supplement, the last sentence of Section XX of the Master Instrument Usage Agreement shall be deleted.
8. For the purposes of this Supplement, the term will not automatically renew.
9. The address of Bayer's training facility referenced in Item 8 of the Supplement is:
Horton Street, Emeryville, CA 94608

All other terms and conditions of the Supplement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each party hereto has caused its duly authorized representative to execute this Amendment to the Supplement to the Master Instrument Usage Agreement as of the Effective Date.

Customer

By:

Name(print):

Title:

[Handwritten Signature]

Garold R Miller

City Manager

Bayer HealthCare LLC, Diagnostics Division

By:

Name(print):

Title:

[Handwritten Signature]

Stephen J. Bello

Contract/Leasing Manager

Instrument Usage Supplement Amendment
Form 210 - 4/01/03

APPROVED AS TO FORM

11/8, 20 05
ROBERT E. SHANNON, City Attorney

BY *[Handwritten Signature]*
SENIOR DEPUTY CITY ATTORNEY