

ORIGINAL



Bayer HealthCare
Diagnostics Division

27771

Bayer HealthCare LLC, Diagnostics Division
115 Norwood Park South, Norwood, Massachusetts 02062, USA

SUPPLEMENT to the MASTER INSTRUMENT USAGE AGREEMENT

THIS SUPPLEMENT to the Master Instrument Usage Agreement originally dated May 16, 2002 between Bayer HealthCare LLC, Diagnostics Division ("Bayer") and City of Long Beach, Department of Health ("Customer") is made effective May 15, 2005 ("Effective Date")

1. Instrument(s) and Products in their quantities and prices are listed in the Appendix A attached hereto and incorporated herewith.
2. Bayer shall install the Instrument(s) and deliver the Products to: City of Long Beach Department of Health Laboratory
Billing Address (if different from above): 2525 Grand Ave., Long Beach, CA 90815
3. Customer's quarterly Commitment Amount is \$ \$13,860.
4. The initial term of this Supplement is 12 months ("Initial Term"). The Initial Term commences upon the earlier of Customer's written acceptance of the Instrument(s) or 0 days following the shipment of the first Instrument.
5. The period between Supplement's Effective Date and commencement of the Initial Term shall be the Interim Term. The total term of this Supplement shall be the Initial Term plus the Interim Term. Upon completion of the Term, the Supplement shall automatically renew on a yearly basis until terminated by either party by providing 90 days prior written notice to the other party.
6. Bayer shall invoice the Customer for Products at the time of shipment.
7. During the term of this Supplement Bayer shall maintain the Instrument(s) between Mon - Fri, 8:00am - 5:00pm, excluding holidays
8. Bayer shall train 1 key operator(s) at Customer's facilities on the use and care of the Instrument(s).
9. All of the terms, covenants and conditions set forth in the Master Instrument Usage Agreement are incorporated herein by reference as if the same had been set forth herein. If there is a conflict between the terms of this Supplement and the Master Agreement, the terms of this Supplement shall prevail.

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

BAYER HEALTHCARE LLC
Diagnostics Division

City of Long Beach

By: Stephen J. Bello
Name: Stephen J. Bello
Title: Contract/Leasing Manager

By: Gerald R Miller
Name: Gerald R Miller
Title: City Manager

APPROVED AS TO FORM

11/8, 20 05
ROBERT E. SHANNON, City Attorney
BY [Signature]
SENIOR DEPUTY CITY ATTORNEY

Bayer HealthCare
Diagnostics Division



115 Norwood Park South
Norwood, MA 02062
800-255-3232
Fax: 781-551-7861

APPENDIX A

Customer: City of Long Beach
Department of Health and Human Services
2525 Grand Avenue
Long Beach, CA 90815

DATE: 3/23/2005
Contact: Bruce Fujikawa, Dr. P.H.
Phone No: (562) 570-4075
NAD Sales Specialist: Anabel Porter

Agreement Type: Instrument/ Reagent Agreement
Term: One year agreement

Instruments to ship or Existing Instruments:
Existing Instruments: System 340 and Jouan Centrifuge

Maintenance: Includes standard service (Mon-Fri, 8am-5pm, excluding holidays) for the term of the Agreement.

CATALOG #	DESCRIPTION	KITS/YEAR	COST PER KIT	TOTAL \$ PER YEAR
127418	Versant HIV RNA 3.0 Assay	12	\$4,620.00	\$55,440.00
02553870	Versant HCV RNA 3.0 Assay	0	\$0.00	\$0.00
130717	Versant HBV RNA 3.0 Assay (bDNA)-RUO	0	\$0.00	\$0.00

NOTE: Shipping and handling charges will be prepaid by Bayer HealthCare LLC, Diagnostics Division and added to the final invoice

TOTAL \$/YEAR:	\$55,440.00
TOTAL \$/QUARTER:	\$13,860.00

ACCEPTED BY CUSTOMER:

**BAYER HEALTHCARE LLC, DIAGNOSTICS DIVISION
AUTHORIZATION:**

[Signature]
SIGNATURE DATE
Barold R Miller, City Manager
PRINT NAME AND TITLE

[Signature]
SIGNATURE DATE
Stephen J. Bello
Contract/Leasing Manager
PRINT NAME AND TITLE

APPROVED AS TO FORM

11/8, 20 05
ROBERT E. SHANNON, City Attorney
BY *[Signature]*
SENIOR DEPUTY CITY ATTORNEY