

**SUPPLEMENT to the
MASTER INSTRUMENT USAGE AGREEMENT**

27771



**Bayer Corporation Diagnostics Division
115 Norwood Park South, Norwood, Massachusetts 02062, USA**

This Supplement to the MASTER INSTRUMENT USAGE AGREEMENT dated 5/16/02
between Bayer Corporation Diagnostics Division ("Bayer") and City of Long Beach
("Customer") is made this 5 day of May 2003 ("Effective Date").

1. Instrument(s) and Products in their quantities and prices are listed in the Agreement Supplement attached hereto.
2. Bayer shall install the Instrument(s) and deliver the Products to:
City of Long Beach 2525 Grand Avenue, Long Beach, CA 90815
Billing Address (if different from above):

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 thirty (30) 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 the Supplement shall be the Initial Term plus the Interim Term. The term 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:
As defined in Attachment
8. Bayer shall train 0 key operator(s) at Bayer's Facility 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 the 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 day and year first written above.

Customer

Bayer Corporation Diagnostics Division

By: Gerald Miller

By: Stephen J. Bello

Name (print): Gerald Miller

Name (print): Stephen J. Bello

Title: Acting City Manager

Title: Contract/Leasing Manager

AS TO
4/11 03
DJG



AGREEMENT SUPPLEMENT

Customer: City of Long Beach
2525 Grand Avenue
Long Beach, CA 90815

DATE: 4/7/2003
Contact: Bruce Fujikawa, Dr. P.H.
Phone No: 562-570-4075
Bayer Infectious Disease Business Manager: Brad Peterson

Instrument Usage Agreement
Term: Three (1) Years

Existing Instruments: (1) System 340 - Cat #109494, 120540, 118774; (1) Jouan Centrifuge - Cat #6600-033

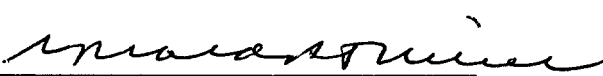
Maintenance: Includes standard service (Mon-Fri, 8am-5pm, excluding holidays) for the term of the Agreement.

CATALOG #	DESCRIPTION	KITS/YEAR	COST PER KIT	TOTAL \$ PER YEAR
127418	Versant HIV RNA 3.0 Assay	12	\$4,620.00	\$55,440.00

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

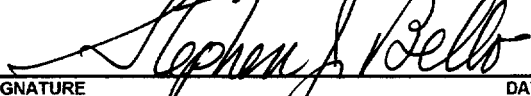
TOTAL \$/YEAR:	\$55,440.00
TOTAL \$/QUARTER:	\$13,860.00

ACCEPTED BY CUSTOMER:


SIGNATURE DATE

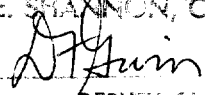
Gerald Miller, Acting City Manager
PRINT NAME AND TITLE

BAYER HEALTHCARE LLC, DIAGNOSTICS DIVISION
AUTHORIZATION:


SIGNATURE DATE

Stephen J. Bello
Contract/Leasing Manager
PRINT NAME AND TITLE

APPROVED AS TO FORM

4/11, 2003
ROBERT E. SHANNON, City Attorney
By 
DEPUTY CITY ATTORNEY