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SUPPLEMENT NUMBER 7R

LESSEE: Contra Costa County, for its Health Services Dept.

MASTER LEASE AGREEMENT DATE: May 13, 2020

This Supplement is issued pursuant to the Master Lease Agreement identified above. All of the terms and conditions of the Master Lease Agreement are hereby incorporated herein and made a part hereof as if such terms and conditions were set forth in this Supplement. This Supplement, together with the terms and conditions as incorporated herein, constitutes a separately enforceable lease agreement with respect to the Equipment.

Lessee acknowledges that any assignment or transfer by Lessor permitted under this Lease shall not materially change Lessee's duties or obligations under this Lease or materially increase the burdens or risks imposed upon Lessee.

SUPPLEMENT COMMENCEMENT DATE: January 01, 2025

The Lease Term shall begin on the Supplement Commencement Date. To the extent that the Equipment is accepted prior to that date, the Lessee shall pay to the Lessor an interim rental representing a proration on a per diem basis of the initial monthly rental.

EQUIPMENT: See Certificates of Acceptance to Supplement Number 7R.

Lessor and Lessee acknowledge that the foregoing constitutes only a summary of the Equipment necessitated by space limitations. However, both parties acknowledge that the totality of the Equipment is contained in the invoices and related documents pursuant to which the Equipment was originally procured from its manufacturer or distributor (and the exhibits and attachments thereto), which items are hereby incorporated by reference. Acceptance by Lessee under the manufacturer's sale documents shall be deemed acceptance hereunder, as of which date Lessee will provide Lessor with a Certificate of Acceptance hereunder. When and to the extent available, Lessor shall insert in this Supplement serial numbers based upon said documents or the Equipment. At the expiration of the term of this Supplement, Lessee shall return the exact items specified in such invoices and related documents.

LEASE TERM AND RENTAL PAYMENTS: Term 24 months, payable monthly on the first day of each month. The amount of payment for months 1 through 24 shall be specified in each Certificate of Acceptance hereto.

As Equipment is shipped and installed, Lessee shall execute Certificates of Acceptance which shall specify the monthly rental payment for the Equipment listed therein. Upon acceptance by Lessee of all of the Equipment covered by this Supplement Number 7R, the monthly rental payment for this Supplement Number 7R shall be the total of the monthly rental payments specified in each Certificate of Acceptance hereto.

LOCATION OF EQUIPMENT: See Certificates of Acceptance to Supplement Number 7R.

ADDITIONAL PROVISIONS TO SUPPLEMENT:

Casualty Values……..Schedule B
Right of First Refusal……Schedule C
Service and Return Provisions……Schedule C

Meridian Leasing Corporation (Lessor)	Contra Costa County, for its Health Services Dept. (Lessee)
By:_____	By:_____
Title:_____	Title:_____

SCHEDULE B TO SUPPLEMENT NUMBER 7R
To
Master Lease Agreement Dated May 13, 2020
Between
Meridian Leasing Corporation (Lessor)
And
Contra Costa County, for its Health Services Dept. (Lessee)

CASUALTY VALUES

The Casualty Value of the Equipment covered by the Supplement identified above, as of any date, shall be the amount indicated below opposite the period of time in which such date occurs. Values for those periods between the ones indicated below can be calculated through interpolation of nearest values.

Months Expired After Supplement Commencement Date	Total Cost
0	$95,000
12	$52,000
24	$21,000

After the term of lease for such Equipment, and until such item of Equipment has been surrendered to Lessor, as provided in the Master Lease Agreement, the Casualty Value of such Equipment shall be $21,000.

Following payment of the Casualty Value, the Lessor and the Lessee shall each make reasonable efforts to obtain bids for the purchase of any existing Equipment suffering such Total Casualty. Such Equipment shall be sold for the highest cash offer then available, or if higher, other offer acceptable to Lessor and Lessee. Upon such sale, the Lessee shall be refunded the amount of the proceeds of the sale less the actual expenses incurred by Lessor in making the sale, including, without limitation, storage, insurance, advertising and sales taxes, but such refund shall not be in excess of the Casualty Value previously paid.

Following payment of the Casualty Value, the Lessee shall be entitled to the proceeds of any insurance covering the Equipment suffering such Total Casualty up to an amount not in excess of the Casualty Value previously paid, but in no event shall the aggregate of amounts refunded to or received by Lessee pursuant to this Schedule B exceed the Casualty Value.

This Schedule is hereby attached to and made a part of the Supplement of the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

SCHEDULE C TO SUPPLEMENT NUMBER 7R
To
Master Lease Agreement dated May 13, 2020
Between
Meridian Leasing Corporation (Lessor)
And
Contra Costa County, for its Health Services Dept. (Lessee)

RIGHT OF FIRST REFUSAL:

Lessee agrees that it shall not modify the Equipment or have another party take any interest in the Equipment, including any upgrade thereto or any sublease or assignment thereof, or furnish any replacement or substitution therefore, without the prior written consent of Lessor, which may be granted or withheld in its sole discretion. Upon Lessor's consent, Lessee agrees to offer to Lessor a right of first refusal to provide similar services and prices (disregarding the value of any related services, software or other item proposed to be provided by such party) to those proposed by such other party in connection with the Equipment. Nothing herein shall negate or limit Lessor's rights under the Master Lease Agreement, including the requirement for Lessor's consent to any assignment or sublease of the Equipment.

Service and Return Provisions – Medical Equipment Rider

In addition to the maintenance and return conditions set forth in the Master Lease Agreement, the Equipment leased under the Supplement shall also comply with the following terms and conditions.

1.0 Service
- 1.1 Lessee will only use original manufacturers approved replacement parts and components in the performance of any maintenance or repair request.
- 1.2 Lessee at all times will maintain the Equipment in a condition required by the original manufacturer as required so as to validate any warranty and qualify for original manufacturer's service and/or maintenance program.
- 1.3 The Equipment and operating components shall perform their specified function as originally intended by the manufacturer. Should the Equipment or any operation component be removed, become damaged or deficit, it shall be repaired in a timely manner. Lessee shall furnish all parts, mechanisms and devices and servicing required therefor. All parts, mechanisms and devices related to repair as well as modifications, alterations, additions and operating accessions, shall immediately become the property of Lessor and shall become a part of the Equipment and such parts, alterations and modifications will be made using only original manufacturer's approved parts and components.

2.0 Return
- 2.1 The Equipment shall be in compliance with all license and registration requirements of any applicable federal, state and local standards and regulations.
- 2.2 The Equipment shall meet the manufacturer's published performance specifications.
- 2.3 The Equipment and its use shall be in compliance with the operation procedures of the manufacturers and all statutes, regulations, and orders of any governmental body having power to regulate the Equipment and its use.
- 2.4 The Equipment shall be in compliance with all applicable environmental laws. Lessee shall pay for all expenses necessary so that the Equipment shall have no hazardous or toxic substances used, or resulting from the use or operation of the Equipment.
- 2.5 If it is not maintained by the manufacturer prior to the return of the Equipment, the Lessee shall pay all of the costs necessary to have the manufacturer recertify that the Equipment is eligible for the manufacturer's maintenance contract at the manufacturer's standard rates.
- 2.6 Prior to shipment, Lessee will furnish all applicable instructions and service manuals, service and repair records, and descriptive brochures.

2.7 Each piece of Equipment shall be deinstalled and packed by the manufacturer's technicians or other acceptable party, in accordance with the manufacturer's recommended standards and procedures.

2.8 After notification and prior to return, the Lessee shall furnish a certificate as to the good condition of the Equipment prior to shipment.

2.9 Any Equipment component with predictable or scheduled replacements that have a measure useful life, including "glassware" (image intensifiers and x-ray tubes) and crystals, shall not have less than fifty percent (50%) and a magnet helium level of not less than eighty-five percent (85%) of such useful life remaining before the next such scheduled replacement, overhaul, recalibration or rebuild.

2.10 The Equipment shall include any and all accessories and components listed on the original invoices, as well as: (i) software, including the operating systems software (e.g. Microsoft TM Windows, TM), and application software, which shall be the then current version available from the manufacturer or supplier; (ii) cards; (iii) memory (CPU) upgrades and related documentation; (iv) holograms; (v) codes; (vi) licenses; (vii) hard drives; (viii) connecting cables; (ix) mice; (x) keyboards; and (xi) monitors which may not exhibit "burn-in".

2.11 After notification and until the Equipment is redelivered to Lessor, Lessee will make the Equipment available for inspection under full power by Lessor or any Lessor representative.

2.12 The notice provided in Section 2.1 above, shall include current digital pictures of the front, back and both sides of the Equipment as well as a picture of the complete serial number plate. Such notice shall also include a copy of the latest images taken by any imaging systems (with patient identification details removed).

2.13 Prior to shipment, Lessee shall also furnish proof in writing, from the manufacturer's representative that the Equipment has passed performance tests in accordance with the manufacturer's specifications and has been re-certified for continued maintenance coverage.

2.14 Lessee will remove all passwords and patient information in compliance with the Health Insurance Portability and Accountability Act before any Equipment is removed from Lessee's location. Lessor shall not be responsible for, and shall be held harmless from any proprietary information left on the Equipment's hard drive by Lessee.

2.15 Equipment will be cleaned of debris, dirt, and accumulated material that may be hazardous for transport. The Equipment shall be packed, crated, or rigged, and loaded on a truck or transport in accordance with the specifications or recommendations of the original manufacturer at Lessee's expense.

This Schedule is hereby attached to and made a part of the Supplement to the Master Lease Agreement bearing date as set forth above, between Meridian Leasing Corporation and Lessee named above.

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CERTIFICATE OF ACCEPTANCE
1 OF _____

The undersigned being the Lessee under Supplement Number 7R, to Master Lease Agreement dated May 13, 2020, ("Lease") by and between Meridian Leasing Corporation, as Lessor, and the undersigned, as Lessee, hereby certifies as follows:

(a) The equipment listed below is accepted by Lessee as being installed and being acceptable under the terms of the Lease.

EQUIPMENT: Manufactured by (IPA)

LOCATION: Contra Costa County, for its Health Services Dept.
2500 Alhambra Avenue
Martinez, CA 94553-3156

Qty	Part Number	Description
3	SE-23003	scrubEx MV DISPENSER/RECEIVER UNIT W/TOUCHSCREEN
1	SE-26003	scrubEx SV48 DISPENSER/RECEIVER W/TOUCHSCREEN
1	SE-2817	INSTALLATION, ONE UNIT
3	SE-2802	INSTALLATION, EACH ADDT'L UNIT
4	H01	HOSTING FEE
1	SC24	CoverCare, 24 months

(b) The Lessor is not known to be in default under the terms of said Lease and Lessee has no known claim against Lessor under the Lease as of the date hereof.

(c) The monthly rental payment for the Equipment listed above is $8,079.00.

Contra Costa County, for its Health Services Dept. (Lessee)

Acceptance
Date: January 01, 2025

By:_____

Title:_____