

AMENDMENT 1
ASSET LEASE AGREEMENT #062422A
BETWEEN
San Bernardino County
AND
DMS IMAGING, INC., d/b/a DMS HEALTH TECHNOLOGIES

This Amendment 1 dated as of May 9, 2023, between DMS Imaging, Inc., d/b/a DMS Health Technologies (“DMS”), having its registered office at 728 East Beaton Drive, Suite 101, West Fargo, ND 58078, and San Bernardino County, a political subdivision organized and existing under the laws and the constitution of the State of California, on behalf of Arrowhead Regional Medical Center (“Healthcare Facility” or “HCF”), having a facility at 400 N Pepper Avenue, Colton, CA 92324. Except as otherwise indicated, all terms defined in the Agreement shall have the same meanings when used in this Amendment 1.

RECITALS

WHEREAS San Bernardino County and DMS Health Technologies have entered into that certain Asset Lease Agreement #062422A dated September 20, 2022, and WHEREAS, San Bernardino County and DMS Health Technologies desire to amend the Agreement to change the Asset Lease Agreement. NOW, therefore, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. The Sections: “Equipment,” “Rent,” and “Term” of the Agreement, is hereby deleted in its entirety and replaced with:

Equipment: One (1) Philips 8 Channel Freewave Intera 1.5T MRI System, in a Ak Specialty Vehicle (or equivalent) mobile medical trailer (collectively the “Equipment”). The following highlights the major Equipment components:

- Ultra-Compact Magnet System-53 cm FOV, short bore, 60 cm bore diameter, typically better than 0.8 PPM VMRS homogeneity, Dynamic FOV shimming
- High Performance Pulsar Gradient System-33 mT/m maximum gradient amplitude, 80 T/m/s slew rate
- Software Level R3.2.3
- Physiological Synchronization-PPU, VCG, Respiratory Gating
- DVD Read/Write
- Freewave 8 Channel Digital RF System-3 Mhz Bandwidth per RF channel-outstanding SNR
- Windows XP 64 bit computer system with 24-inch LCD monitor-Quad Core 2.66 Ghz, 8 GB RAM Host, 12 GB Ram Reconstructor, 144 GB system disk, 144 GB Data Disk, > 1200 Images per Second Reconstruction
- Software: Scan Tools Pro, Neuro Pro, Ortho Pro, Onco Pro, Angio Pro, Body Pro, Cardiac Pro, Pediatric Pro
- Smart Exam Brain
- Same Scan, MobiView, MobiFlex, BLISS, VISTA, SNAPSHOT, MULTIVANE, DWI, SPAIR, BOLUSTRACK, TRACS, TRANCE, b-TRANCE, PROSET, WATS, FATS, VENBOLD, Asymmetric TSE, m-FFE, Refocus Control, 3D TFE, DWIBS, Motion Track Body, CLEAR, Picture Plus, T2* Perfusion, PRESTO, EPI Bold, Phase Contrast, BFFE/BTFE, 3D Brain View, FLAIR, STIR, SE, TSE, TFE, FFE, Dual Gradient Echo, e-THRIVE, Keyhole, MRCP, DRIVE, Black Blood, Arrhythmia Pro rejection, 2D/3D TOF, CE MRA, Quantitative Flow, Dynamic Imaging, Dual IR, 2D/3D EPI, 2D/3D GRASE, TONE, MOTSA, CHARM, MT, CENTRA, Retrospective Gating, Infill, Prospective Gating, Flip angle Sweep
- DICOM Connectivity with Modality Worklist
- Motion Correction and Control- FlowComp, PEAR, SMART, MultiVane

Coils:

- Quad Head
- SENSE Head
- Synergy Head/Neck
- Synergy Body
- SENSE Flex M
- Synergy Spine
- C1 Coil
- C3 Coil
- Synergy Multi-Connect
- Quad Knee/Foot
- Sense NV 8 Ch
- SENSE Shoulder 8 Ch
- SENSE Knee 8 Ch
- SENSE Wrist 8 Ch
- SENSE Foot/Ankle 8 Ch
- SENSE Small Extremity 8 Ch

Equipment

- Medrad Spectris Solaris EP Injector
- MRI Safe Gurney
- Pulse Oximeter NONIN 7500 FO
- Patient Observation Camera/Monitor



HEALTH TECHNOLOGIES

- Inline processing-diffusion maps (eADC, ADC, TRACE), Diffusion Registration, T1 and T2* Perfusion color maps, Image algebra (subtraction, image separation) Picture Plus.
- Post Processing-MPR, MIP, Subtraction, ADC/eADC, Flow measurements, Picture Plus, Perfusion, MTCR, addition, subtraction, Multiply, Volume View, Diffusion Registration.

Rent: HCF agrees to pay twenty-eight thousand dollars **(\$28,000.00) per month** beginning on June 12, 2023. As of July 12, 2023, HCF agrees to pay twenty-six thousand fifty dollars **(\$26,050.00) per month** through July 11, 2024. Extensions, if available, of the Initial Term will be based upon the above rate for equal term extensions. Weekly extension of the Initial Term will be prorated based on the calculated weekly rate. All extensions are subject to availability or resources and assets and may include utilization of different assets than the initial term.

All lease payments are to be made in advance at the beginning of the month or lease period, with the delivery transport and first month's rent due upon execution of Agreement for terms eight (8) weeks or longer. For terms less than eight (8) weeks the total rental balance is due upon execution of Agreement.

Term: The Initial Term of the lease shall be a **minimum period of one (1) month, commencing on June 12, 2023**. Beginning as of July 12, 2023, the term of the lease is extended for a **period of twelve (12) months** ("Extended Term"). HCF's ability to extend beyond the Extended Term is strictly subject to Equipment availability, as determined by DMS in its sole discretion. All extension requests should be requested in writing by HCF at least 15 days prior to lease termination.

2. The amendments made to the Agreement by this Amendment 1 shall be effective as of the date of this Amendment 1. Except as amended by Amendment 1 and as specifically stated in this Amendment 1, the Agreement is not modified, revoked or superseded and remains in full force and effect.


Accepted and agreed by:

Lessor:

**DMS Imaging, Inc.,
d/b/a DMS Health Technologies
728 East Beaton Drive, Suite 101
West Fargo, ND 58078**

Lessee:

**San Bernardino County
400 N Pepper Avenue
Colton, CA 92324**

By: 
Print: Larry Gabbert
Title: CFO
Date: 4/20/2023

By: _____
Print: _____
Title: _____
Date: _____

