

Flex Financial, a division of Stryker Sales, LLC
 1901 Romence Road Parkway
 Portage, MI 49002
 t: 1-888-308-3146 f: 877-204-1332



Date: October 1, 2024

RE: Reference no:2210223776

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS
 96160 NASSAU PLACE
 YULEE, Florida 32097-8626

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Master Agreement
 Purchase Schedule to Master Agreement
 Exhibit A - Detail of Equipment
 Insurance Authorization and Verification
 State and Local Government Rider
 Opinion of Counsel
 Addendum

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider, Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

| | | | |
|--|-------|----------------|-------|
| Federal tax ID number: | _____ | AP address: | _____ |
| Purchase order number: | _____ | | |
| Upfront Payment Check No: (if applicable) | _____ | Contact name: | _____ |
| Phone number: | _____ | Email address: | _____ |

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)

Your personal documentation specialist is Yolanda Thomas and can be reached at _____ or by email yolanda.thomas@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of October, 2024

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

MASTER AGREEMENT No.2210223776

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| Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romance Road Parkway Portage, MI 49002 | Customer: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96160 NASSAU PLACE YULEE, Florida 32097-8626 |
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1. Master agreement. The undersigned Customer ("Customer") unconditionally and irrevocably agrees with the above referenced Owner (together with all of its successors and Assignees, collectively, "Owner") to use or acquire, as applicable, the equipment and other personal property and services, if any (together with all additions and attachments to it and all substitutions for it, collectively, the "Equipment") described in each Equipment Schedule referencing this Agreement (which may be in the form of an Equipment Lease Schedule, Equipment Rental Schedule, Equipment Use Schedule, Fee Per Disposable Schedule, Fee Per Implant Schedule, Equipment Purchase Schedule or other schedule referencing this Agreement, each, together with any attachments thereto, an "Equipment Schedule") and purchased from the Supplier(s) noted in the applicable Equipment Schedule (each a "Supplier"). Each Equipment Schedule shall incorporate by reference all of the terms of this Agreement and shall constitute a separate agreement (each such Equipment Schedule, together with such incorporated terms of this Agreement, collectively, a "Schedule") that is assignable separately from each other Schedule. In the event of a conflict between this Agreement and the terms of an Equipment Schedule, the terms of the Equipment Schedule shall prevail. No provision of a Schedule may be amended except in a writing signed by Owner's and Customer's duly authorized representatives.

2. Risk of loss. Effective upon delivery to Customer and continuing until the Equipment is returned to Owner in accordance with the terms of each Schedule, Customer shall bear all risks of loss or damage to the Equipment and if any loss occurs Customer is nevertheless required to satisfy all of its obligations under each Schedule.

3. Payments/fees. All periodic payments, "Semi-Annual Differential" (if a Fee Per Disposable Schedule or Fee Per Implant Schedule) and other amounts due from Customer to Owner under a Schedule are collectively referred to as "Payments". Unless otherwise instructed by Owner in writing, all Payments shall be made to Owner's address in the applicable Schedule. Any payment by or on behalf of Customer that purports to be payment in full for any obligation under any Schedule may only be made after Owner's prior written agreement to accept such payment amount. If Customer fails to pay any amount due under a Schedule within ten (10) days after its due date, Customer agrees to pay a late charge equal to (as reasonable liquidated damages and not as a penalty) five percent (5%) of the amount of each such late payment. If any check or funds transfer request for any Payment is returned to Owner unpaid, Customer shall pay Owner a service charge of \$55 for each such returned check or request. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments under a Schedule were calculated by Owner based, in part, on an interest rate equivalent as quoted on Bloomberg under the SOFR Swap Rate, that would have a repayment term equivalent to the initial term (or an interpolated rate if a like-term is not available) as reasonable determined by us (and if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg (or any successor), and in the event the date the Equipment is delivered to Customer under any Schedule is more than 30 days after Owner sends the Schedule to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's website as quoted by Bloomberg.

4. Equipment. Customer shall keep the Equipment free of liens, claims and encumbrances, and shall not modify, move, sell, transfer, or otherwise encumber any Equipment or permit any Equipment to be used by others or become attached to any realty, in each case without the prior written consent of Owner, which consent shall not be unreasonably withheld. Any modification or addition to any Equipment shall automatically become the sole property of Owner, unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule. Owner shall have the right to enter Customer's premises during business hours to inspect any Equipment and observe its use upon at least one (1) day's prior written or verbal notice. Customer shall comply with all applicable laws, rules and regulations concerning the operation, ownership, use and/or possession of the Equipment.

5. Obligations absolute. Customer's Payments and other obligations under each Schedule are absolute and unconditional and non-cancelable regardless of any defect or damage to the Equipment (or Disposables/Implants, if applicable) or loss of possession, use or destruction of the Equipment (or Disposables/Implants, if applicable) and are not subject to any set-offs, recoupment, claims, abatements or defenses, provided that neither this Agreement nor any Equipment Schedule shall impair any express warranties or indemnifications, written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or any Schedule.

6. Use/assignment/disclaimers. All Equipment shall be used solely for business purposes, and not for personal or household use. Customer shall maintain the Equipment in good repair in accordance with the instructions of the Supplier so that it shall be able to operate in accordance with the manufacturer's specifications. CUSTOMER SHALL NOT TRANSFER OR ASSIGN ANY OF ITS RIGHTS OR OBLIGATIONS UNDER ANY SCHEDULE OR EQUIPMENT without Owner's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify Owner in writing of any loss or damage to any Equipment. Owner shall own the Equipment (unless the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule). Owner may sell, assign, transfer or grant a security interest to any third party (each, an "Assignee") in any Equipment, Payments and/or Schedule, or interest therein, in whole or in part, without notice to or consent by Customer. Customer agrees that Owner may assign its rights under and/or interest in each Schedule and the related Equipment to an Assignee immediately upon or any time after Owner's acceptance of each Schedule and upon such assignment, Customer consents to such assignment and acknowledges that references herein to "Owner" shall mean the Assignee. No Assignee shall assume or be liable for any of the Original Owner's (as defined below) obligations to Customer even though an Assignee may continue to bill and collect all of Customer's obligations under this Agreement in the name of "Flex Financial, a division of Stryker Sales, LLC." Customer acknowledges that such Assignee is not the manufacturer or supplier of any Equipment and is not responsible for its delivery, installation, repair, maintenance or servicing and no Assignee shall have any obligations or liabilities of any kind whatsoever concerning or relating to the Equipment. Customer has selected each Supplier and manufacturer and all of the Equipment. Neither the Original Owner, Supplier nor any manufacturer is an agent of any Assignee, and no representative of the Original Owner, manufacturer or any Supplier is authorized to bind any Assignee for any purpose or make any representation on Assignee's behalf. Customer agrees to look only to Stryker Sales, LLC (the "Original Owner"), the Supplier(s) or the manufacturer(s) for any defect or breach of warranty regarding the Equipment. AS TO ANY ASSIGNEE, CUSTOMER TAKES AND USES THE EQUIPMENT ON AN "AS-IS", "WHERE-IS" BASIS. ASSIGNEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED REGARDING ANY EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT, IF ANY, THAT CUSTOMER HAS ANY CLAIMS, RIGHTS OR DEFENSES AGAINST THE ORIGINAL OWNER, ANY MANUFACTURER AND/OR ANY SUPPLIER, CUSTOMER SHALL RAISE SUCH CLAIMS, RIGHTS OR DEFENSES ONLY AGAINST THE ORIGINAL OWNER, MANUFACTURER OR SUPPLIER AND NOT AGAINST ASSIGNEE AND SHALL NONE-THE-LESS PAY ALL PAYMENTS AND OTHER AMOUNTS DUE UNDER A SCHEDULE TO THE ASSIGNEE ON THEIR RESPECTIVE DUE DATES WITHOUT ANY DEFENSE, RECOUPMENT, SETOFF, ABATEMENT CLAIM OR COUNTERCLAIM OF ANY NATURE. THE ORIGINAL OWNER (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT.

7. Insurance/indemnification. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the applicable Schedule. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the related Schedule for the remainder of its term and shall, at Owner's sole election, either repair such

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Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of a Schedule.

8. UCC Filings. CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ("UCC"). If and to the extent that this Agreement or a Schedule is deemed a security agreement (or if the Schedule is an Equipment Purchase Schedule or Customer selects \$1.00 Buyout for any Schedule), Customer hereby grants to Owner, its successors and assigns, a security interest in all of Customer's rights under and interest in the Equipment, all additions to the Equipment and all proceeds of the foregoing. Such security interest secures all Payments and other obligations owing by Customer to Owner under the applicable Schedule. Customer authorizes Owner and any Assignee to file UCC financing statements disclosing Owner's or Assignee's interest in the Equipment. Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation.

9. Taxes.

(a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon any Schedule or the ownership, use, possession or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Except with respect to Equipment subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice Customer will promptly reimburse Owner for such expense. If the Equipment is subject to an Equipment Purchase Schedule or \$1.00 Buyout, Customer shall report and pay all applicable property taxes on such Equipment. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership.

(i) If Customer selects \$1.00 Buyout for any Schedule, the parties intend that Customer shall be considered the owner of the Equipment for tax purposes provided however, that Owner shall not be deemed to have violated this Agreement or any Schedule by taking a tax position inconsistent with the foregoing to the extent such a position is required by law or is taken though inadvertence so long as such inadvertent tax position is reversed by Owner promptly upon its discovery.

(ii) If Customer selects the Fair Market Value Option or the Fixed Purchase Option for any Schedule, the parties intend that the Schedule will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that such Schedule will convey to Customer no right, title or interest in any of the Equipment excepts the right to use the Equipment as described in the Schedule. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return. Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under a Schedule by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

10. Facsimile copies. Owner may from time to time, in its sole discretion, accept a photocopy or facsimile of this Agreement and/or any Schedule (bearing a photocopied or electronically transmitted copy of Customer's signature) as the binding and effective record of such agreement(s) whether or not an ink signed counterpart thereof is also received by Owner from Customer, provided, however, that no Schedule shall be binding on Owner unless and until executed by Owner. Any such photocopy or electronically transmitted facsimile received by Owner shall when executed by Owner, constitute an original document for the purposes of establishing the provisions thereof and shall be legally admissible under the "best evidence rule" and binding on Customer as if Customer's manual ink signature was personally delivered.

11. Notices. All notices required or provided for in any Schedule, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as either such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

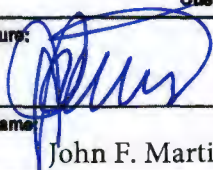
12. Default; remedies. Customer will be in "default" under a Schedule, if any one or more of the following shall occur: (a) Customer or any Guarantor of any Schedule ("Guarantor") fails to pay Owner any Payment due under any Schedule within ten (10) days after it is due, or (b) Customer or any such Guarantor breaches any other term of any Schedule, or (c) Customer or any such Guarantor makes any misrepresentation to Owner, or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party, or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets, or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy, or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective, or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated, or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld, or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may do any one or more of the following: (1) recover from Customer the sum of (A) any and all Payments, late charges and other amounts then due and owing under any or all Schedules, (B) accelerate and collect the unpaid balance of the remaining Payments scheduled to be paid under any or all Schedules, together with Owner's anticipated residual interest in any or all Equipment subject to them, both discounted to present value at a rate of 3% per annum, and (C) Owner's related reasonable attorneys' fees, collection costs and expenses; (2) enter upon Customer's premises and take possession of any or all of such Equipment; (3) terminate any or all Schedules; and/or (4) utilize any other right or remedy provided by applicable law. Customer shall also pay to Owner interest on all unpaid amounts due under a Schedule from the due date of such amounts until paid in full, at a rate per annum equal to the lower of 1-1/2% per month or the highest rate of interest permitted by applicable law (the "Default Interest Rate"). In the event the Equipment is returned or repossessed by Owner, Owner will, if commercially reasonable, sell or otherwise dispose of the Equipment, with notice as required by law, and apply the net proceeds after deducting the costs and expenses of such sale or other disposition, to Customer's obligations hereunder with Customer remaining liable for any deficiency and with any excess being retained by Owner or applied as required by law. If Customer fails to perform or comply with any of its agreements or obligations, Owner may perform or comply with such agreements or obligations in its own name or in Customer's name as attorney-in-fact and the amount of any payments and expenses of Owner incurred in connection with such performance or compliance, together with interest thereon at the Default Interest Rate, shall be payable by Customer to Owner upon demand. No express or implied waiver by Owner of any default or breach of Customer's obligations hereunder shall constitute a waiver of any other default or breach of Customer's obligations hereunder.

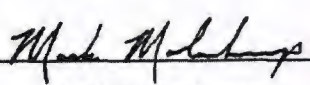
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13. Miscellaneous. All Schedules shall be binding on Customer's successors and permitted assigns, and shall be for the benefit of Owner and its successors and Assignees. EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF MICHIGAN, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW. THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATING TO ANY SCHEDULE OR EQUIPMENT. The parties do not intend to exceed any applicable usury laws. If for any reason a Schedule is held to constitute a loan of money, any amounts payable under such Schedule in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under the Schedule and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. Customer agrees that it shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any other financial information of Customer (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates for purposes of credit approval. Customer expressly authorizes credit reporting agencies and other persons to furnish credit information to Owner and its Assignees (and prospective Assignees), separately or jointly with other creditors or Owners, for use in connection with this Agreement or any Schedule. Customer agrees that Owner may provide any information or knowledge Owner may have about Customer or about any matter relating to this Agreement or any Schedule to any one or more Assignees (and prospective Assignees). Owners and joint users of such information are authorized to receive and exchange credit information and to update such information as appropriate during the term of this Agreement and each Schedule. Information about Customer may be used for marketing and administrative purposes and shared with Owner's affiliates. Customer may direct Owner not to share that information (except transaction and experience information and information needed for credit approval) with Owner's affiliates by writing to the Owner's address referenced above. This Agreement will not be valid until accepted by Owner (as evidenced by Owner's signature below). Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement and each Schedule: (i) if Customer is a partnership, corporation, limited liability company or other legal entity, the execution and delivery of this Agreement and each Schedule and the performance of Customer's obligations hereunder and thereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement and each Schedule on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement and each Schedule is true and correct; and (iv) this Agreement and each Schedule constitute legal, valid and binding obligations of Customer, enforceable against Customer in accordance with their terms. This Agreement and each Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of any Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that: (i) if a Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control and (ii) the Agreement may be signed electronically by both parties. . Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Any provision of a Schedule which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of the Schedule, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Schedule and shall not be deemed to affect the meaning or construction of any of the provisions hereof. Customer has not received any tax or accounting advice from Owner. This Agreement, any Schedules, any attachments to this Agreement or any Schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. There are no agreements oral or written, between the parties which are contrary to the terms of this Agreement and such other documents.

CUSTOMER HAS READ THIS AGREEMENT AND EACH SCHEDULE BEFORE SIGNING IT.

| Customer signature | |
|--|------------------|
| Signature:  | Date: 12/18/2024 |
| Print name: John F. Martin, MBA | |
| Title: Chairman | |

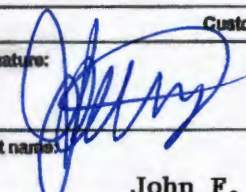
| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|---|---------------|
| Signature:  | Date: 11/5/24 |
| Print name: Mark Molenkamp | |
| Title: Director, Sales Operations | |

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**EQUIPMENT SCHEDULE NO. 001 TO MASTER AGREEMENT NO.2210223776
(Equipment Purchase Schedule)**

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|---|--|
| Owner: Flex Financial, a division of Stryker Sales, LLC 1901 Romance Road Parkway Portage, MI 49002 | Customer: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS 96160 NASSAU PLACE YULEE, Florida 32097-8626 |
| Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002 | |
| Equipment description: see part I on attached Exhibit A (and/or as described in invoice(s) or equipment list attached hereto and made a part hereof collectively, the "Equipment") | |
| Equipment Location: 96160 NASSAU PLACE, YULEE, Florida, 32097-8626 | |
| Schedule of periodic rent payments: | |
| 6 annual payments of \$227,795.02 (Plus Applicable Sales/Use Tax) | |
| TERMS AND CONDITIONS | |
| <p>1. Purchase agreement/acceptance/payments. The undersigned Customer ("Customer") agrees to purchase from the Owner whose name is listed above ("Owner") the Equipment described above, on the terms specified in this Schedule, including all attachments to this Schedule and in the Master Agreement referred to above (as amended from time to time, the "Agreement"). Except as modified herein, the terms of the Agreement are hereby ratified and incorporated into this Schedule as if set forth herein in full. Capitalized terms used and not otherwise defined in this Schedule have the respective meanings given to those terms in the Agreement. Customer shall be deemed to have accepted the Equipment for purchase under this Schedule on the date that is ten (10) days after the date it is shipped to Customer by the Supplier ("Acceptance Date") and, at Owner's request, Customer shall confirm for Owner such acceptance in writing. No acceptance of any item of Equipment may be revoked by Customer. The Payments described above ("Payments") shall be paid commencing on (i) the first day of the month following the month in which the Acceptance Date occurs, if the Acceptance Date is on or before the 15th of the month, or (ii) the first day of the second month following the month in which the Acceptance Date occurs, if the Acceptance Date is after the 15th day of the month ("Payment Commencement Date"). Payments are due monthly beginning on the Payment Commencement Date and continuing on the same day of each consecutive month thereafter until paid in full. Unless otherwise instructed by Owner in writing, all Payments and other amounts due hereunder shall be made to Owner's address above. This Schedule is non-cancelable and may not be prepaid.</p> <p>2. Ownership/security interest. Upon acceptance of the Equipment by Customer, Customer shall hold title to and be the owner of the Equipment for all purposes including, without limitation, tax purposes. The purchase of the Equipment by Customer under this Schedule shall be "AS IS, WHERE IS", without representation or warranty of any kind from Owner, provided that neither the Agreement nor this Schedule shall impair any express warranties or indemnifications written service agreements or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of its rights in any Equipment warranties to Customer. As security for all existing or hereafter arising liabilities and obligations of Customer to Owner under this Schedule, Customer hereby grants to Owner a first priority security interest in all of Customer's rights, title and interests in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), Owner's security interest in the Equipment shall terminate and Customer shall be the owner of the Equipment, free and clear of any interest of Owner.</p> <p>3. Taxes. For purposes of this Schedule, the language in the Taxes section of the Agreement is deleted and replaced by the following terms. "Customer shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Schedule or the ownership, use, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Customer shall prepare and file all tax returns relating to Taxes for which Customer is responsible hereunder. If Owner receives any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner may, without obligation, pay such tax and if Owner pays such tax bill Owner will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense."</p> <p>4. Miscellaneous. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Payments accordingly. This Schedule will not be valid until signed by Owner. Customer acknowledges that Customer has not received any tax or accounting advice from Owner. If Customer is required to report the components of its payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of its payments which may include equipment, software, service and other related components. This Schedule may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Schedule by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof provided, however, that if this Schedule constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control.</p> | |

CUSTOMER HAS READ (AND UNDERSTANDS THE TERMS OF) THIS SCHEDULE BEFORE SIGNING IT:

| | |
|--|----------------------------|
| Customer signature | |
| Signature:  | Date: 12/15/2024 |
| Print name: John F. Martin | |
| Title: Chairman | |

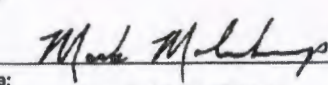
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|---|-------------------------|
| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
| Signature:  | Date: 11/5/24 |
| Print name: Mark Molenkamp | |
| Title: Director, Sales Operations | |



Exhibit A to Purchase Schedule 001 to Master Agreement No.2210223776

Description of equipment

Customer name: NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

Delivery Location: 96160 NASSAU PLACE, YULEE, Florida , 32097-8626

Part I - Equipment/Service Coverage (if applicable)

| Model number | Equipment description | Quantity |
|----------------|--|----------|
| 650705550001 | 6507 POWER PRO 2, HIGH CONFIG | 10 |
| 650707000002 | KIT, ALVARIUM BATTERY, SERVICE | 10 |
| 650700450301 | ASSEMBLY, BATTERY CHARGER | 10 |
| 650700450102 | ASSEMBLY, POWER CORD, NORTH AM | 10 |
| 99577-001958 | 15AACBABBABBBBAAAAAABFLP15 MONITOR/DEFIB | 9 |
| 41577-000290 | LP15 ACCRY SHIPKIT,AHA,S | 9 |
| 21330-001176 | BATTERY PACK-LI-ION, E-CELL | 36 |
| 11140-000098 | ADAPTER, POWER, AC TO DC,ENHANCED, LP15 | 9 |
| 11140-000015 | POWER CORD-MLD,DOM, STRRCPT | 9 |
| 11140-000080 | CABLE-EXTERNAL POWER, EXTENSION | 9 |
| 11577-000019 | ATTACHMENT KIT-LP15 POWER ADAPTER, 3RD EDITION | 9 |
| 11998-000519 | SENSOR,LNCS-II RAINBOW DCI 8-LAMBDA SPCO,ADULT M | 9 |
| 11998-000456 | SENSOR,SPO2, RDSET DCI,ADULT,REUSE,3FT,MASIMO | 9 |
| 11577-000002 | KIT - CARRY BAG, MAIN BAG | 9 |
| 11220-000028 | POUCH,TOP,CARRYINGBAG,LP12 | 9 |
| 11260-000039 | KIT - CARRY BAG, REAR POUCH, 3RD EDITION | 9 |
| 11577-000001 | KIT - CARRY BAG, SHOULDER STRAP | 9 |
| 21330-001385 | ASSY - TEST LOAD, ROHS,ENGLISH | 9 |
| 99576-000063 | LUCAS 3, 3.1, IN SHIPPING BOX, EN | 9 |
| 11578-000060 | LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA | 9 |
| 11578-000071 | LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US | 9 |
| 11578-000080 | BATTERY,LUCAS,DARK GRAY | 9 |
| TR-SPCOT-PP2 | TR-SYK PCOT TO PP2 | 10 |
| TR-15V1V2-LP15 | TR-SYK LP15V1/V2 TO LP15 | 9 |
| TIM-LUC2-LUC3 | TR-SYK LUCAS 2 TO LUC 3.1 | 9 |
| 21996-000109 | GATEWAY, WIRELESS, TITANIUM | 9 |

Total equipment: \$858,501.89

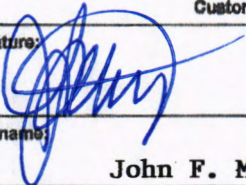
Service coverage:

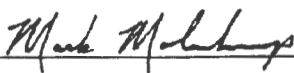
| Model number | Service coverage description | Quantity | Years |
|---------------------|----------------------------------|----------|-------|
| POWERPRO-PROCARE | PROCARE-SVC-POWERPRO | 10 | 5.00 |
| LIFEPAK-FLD-PROCARE | PROCARE-SVC-LIFEPAK-FIELD-REPAIR | 9 | 5.00 |
| POWERPRO-PROCARE | PROCARE-SVC-POWERPRO | 10 | 5.00 |
| LUCAS-FLD-PROCARE | PROCARE-SVC-LUCAS-FIELD-REPAIR | 9 | 5.00 |

Total service coverage: \$210,223.60



Freight: \$14,830.97
Total Amount: \$1,083,556.46

| Customer signature | |
|--|-------------------|
| Signature:  | Date: DEC 18 2024 |
| Print name: John F. Martin | |
| Title: Chairman | |

| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|---|---------------|
| Signature:  | Date: 11/5/24 |
| Print name: Mark Molenkamp | |
| Title: Director, Sales Operations | |

**ADDENDUM TO MASTER AGREEMENT NO. 2210223776 AND EQUIPMENT SCHEDULE NO. 001 THERETO
BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS**

This Addendum is hereby made a part of the Master Agreement described above (the "Agreement") and the schedule described above (the "Schedule"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement or Schedule, the provisions of this Addendum shall control.

1. The second sentence of Section 7 of the Agreement is hereby amended in its entirety to read as follows:

The property insurance policy shall list Owner and each Assignee as a loss payee for such insurance.

2. The second sentence of Section 13 of the Agreement is hereby amended in its entirety to read as follows:

"EACH SCHEDULE SHALL BE GOVERNED BY THE LAWS OF *FLORIDA*, WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICT OF LAWS OR CHOICE OF LAW."

3. The third to last sentence of Section 1 of the Schedule is hereby amended in its entirety to read as follows:

"Payments are due *annually* beginning on the Payment Commencement Date and continuing on the same day of each consecutive *year* thereafter until paid in full."

4. The following provision is hereby added to the end of Section 1 of the Schedule:

"Payments shall be made in accordance with the State of Florida Local Government Prompt Payment Act."

Dated: **DEC 18 2024**, 2024

FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC

By: 

Mark Molenkamp

Its: ~~Director, Sales Operations~~

NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

By: 

Its: **Chairman**



Insurance Authorization and Verification

Date: October 1, 2024

Schedule 001 To Master Agreement Number 2210223776

To: NASSAU COUNTY BOARD OF COUNTY
COMMISSIONERS ("Customer")
96180 NASSAU PLACE
YULEE, Florida 32097-8625

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romance Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

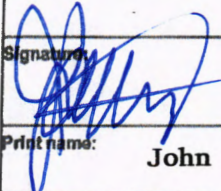
Creditor, and its successors and assigns shall be covered as **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY** Insurance (or, for vehicles, Physical Damage Insurance) in an amount **no less than** the 'Insurable Value' **\$858,501.89** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

| | | | |
|-------------------|---|--|-------------------|
| Insurance agency: | Arthur J. Gallagher Risk Management Services, LLC | Customer signature | |
| Agent name: | Corey Markle | Signature:  | Date: DEC 18 2024 |
| Address: | 501 Riverside Ave. Ste 1000 Jacksonville, FL 32202 | Print name: John F. Martin | |
| Phone/fax: | 904-421-4320 | Title: Chairman | |
| Email address: | corey_markle@ajg.com | | |

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Yolanda Thomas at .

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332. This fully endorsed form shall serve as proof that Customer's Insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

| | |
|--|------------------|
| Agent signature | |
| Signature:  | Date: 12/06/2024 |
| Print name: Corey Markle | |
| Title: Client Service Manager II | |
| Carrier name: Florida Municipal Insurance Trust | |
| Carrier policy number: FMIT0913 | |
| Policy expiration date: 10/01/2025 | |

Insurable value: \$858,501.89

ATTACHED: PROPERTY DESCRIPTION FOR Schedule 001 To Master Agreement Number 2210223776

See Exhibit A to Schedule 001 To Master Agreement Number 2210223776

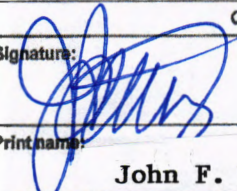
TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

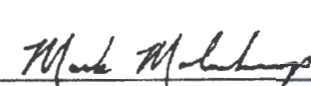


State and Local Government Customer Rider

This State and Local Government Customer Rider (the "**Rider**") is an addition to and hereby made a part of **SCHEDULE001 TO MASTER AGREEMENT No. 2210223778** (the "**Agreement**") between **Flex Financial**, a division of Stryker Sales, LLC ("**Owner**") and **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** ("**Customer**") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

- Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "**Documents**") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
- To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "**Obligations**"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
- Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "**Non-Appropriation Event**"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("**Termination Date**") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("**Termination Notice**") to Owner.
- If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
- Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

| Customer signature | |
|--|-------------------|
| Signature:  | Date: DEC 18 2024 |
| Print name: John F. Martin | |
| Title: Chairman | |

| Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|---|---------------|
| Signature:  | Date: 11/5/24 |
| Print name: Mark Molenkamp | |
| Title: Director, Sales Operations | |



Opinion of Counsel Letter

October 1, 2024

Flex Financial, a division of Stryker Sales, LLC
1901 Romance Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to SCHEDULE 001 TO MASTER AGREEMENT NO. 2210223778 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of Florida and is authorized by the Constitution and laws of the State of Florida to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

| Signature | |
|---|--------------------|
| Signature: <i>Denise C. May, Esq., BCS</i> | Date: 12/4/2024 |
| Print Name: Denise C. May, Esq., BCS | |
| Title: County Attorney | |

WARRANTY, INDEMNIFICATION, AND COMPLIANCE STATEMENT
(Medical)

MEDICAL WARRANTY:

Products manufactured and sold by Stryker Sales, LLC, acting through its Stryker Medical Division ("Stryker" or "Vendor") include the warranties, and are subject to Stryker's Return Policy, set forth in Schedule I attached to this Statement and incorporated herein by reference. The standard warranty coverage is listed in Schedule I.

EXCEPT AS OTHERWISE SET FORTH IN THIS STATEMENT, STRYKER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

INDEMNIFICATION:

This indemnification is in effect for the Equipment and Disposables provided the instructions outlined in the Manufacturers Operating Manual (separately provided to you) are followed. Stryker will hold you harmless and will indemnify you for any and all liability incurred from patient injury resulting directly from a defect in workmanship or design of the Equipment and Disposables that are used during any surgical procedure. This indemnification will not apply to any liability arising from (A) a patient injury due to the negligence of any person other than an employee or agent of Stryker during such procedure, (B) the failure of any person other than an employee or agent of Stryker to follow any instructions for use of the Equipment and Disposables or (C) the use of any equipment or disposables not purchased from Stryker or Equipment or Disposables that have been modified or altered. Except as specifically provided herein, Stryker is not responsible for any losses or injuries arising from the selection, installation, if applicable, by a third party other than an employee or agent of Stryker, condition or possession of the Equipment and Disposables. You will hold Stryker harmless and will indemnify Stryker for any and all liability incurred from patient injury resulting directly from the negligence of any of your employees, your failure to follow Stryker's instructions for the Equipment and Disposables, and any modifications or alterations to the Equipment or Disposables by you.

INSURANCE:

Stryker shall maintain, at its own expense, insurance policies of the kind and limits listed below and with insurers with an A.M. Best rating of not less than A- VIII or its equivalent:

- (a) WORKERS' COMPENSATION with statutory limits and EMPLOYER'S LIABILITY with minimum limits of \$2,000,000 Each Accident, \$2,000,000 Disease – Each Employee, and \$2,000,000 Disease – Policy Limit.
- (b) COMMERCIAL GENERAL LIABILITY, including Premises/Operations Liability, Products/Completed Operations Liability, Contractual Liability, Independent Contractor's Liability, Broad Form Property Damage Liability, and Personal/Advertising Injury Liability, with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
- (c) AUTOMOBILE LIABILITY covering owned, non-owned and hired autos with a minimum combined single limit of \$2,000,000 per accident if licensed vehicles are used in connection with the performance of this Agreement, and at all times when such vehicles are operated on the leased or owned premises of Hospital.

At your request, Stryker shall provide you with a certificate of insurance evidencing the foregoing insurance. Stryker warrants that it will maintain the above insurance coverages during the term of your purchases of products from Stryker and you will be provided with at least thirty (30) days' prior written notice of cancellation of any coverage, unless cancellation is due to the non-payment of premium, in which case Stryker shall provide ten (10) days' prior written notice. With the exception of policy (c) above, Stryker shall be permitted to maintain any of the required insurance coverages through a program of self-insurance.

COMPLIANCE:

1. FDA. To the extent required, Stryker represents and warrants that the U.S. Food and Drug Administration ("FDA") has cleared the products provided to you for the uses specifically set forth in the instructions for use accompanying the products. Stryker represents and warrants that no product delivered to you by Stryker is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definition of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of shipment or delivery, or is a product which may not, under the provisions of Section 404 or 505 of said Act, be introduced into interstate commerce.
2. Stryker Personnel. To the extent provided to you, Stryker represents and warrants that all services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good and sound professional procedures. Further Stryker represents and warrants that services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes for which they are provided. Stryker only agrees to acknowledge your policies and that Stryker is encouraged by you to report violations of your policies. You may only exclude Stryker's employees, agents, or independent contractors from dealings between the parties for violations of your policies, provided, however, that Stryker's agents and independent contractors are not subject to your approval.

3. **Non-Exclusion.** Stryker represents and warrants that, as of the date this Statement is provided to you, neither it nor, to the best of its knowledge, any of its employees or agents engaged to provide products or services to you, are or have been excluded, terminated, suspended, or debarred from participation in federal or state health care programs or federal or state government contracts pursuant to § 1128 of the Social Security Act, 42 U.S.C. § 1320a-7 or 48 C.F.R. Part 9, or related regulations or other federal or state laws and regulations (each an "Exclusion or Debarment Event"). During the term of your purchase of products and/or services from Stryker, it shall promptly notify you in the event it becomes subject to an Exclusion or Debarment Event. You retain the right, as your sole and exclusive remedy, to terminate any services agreements with Stryker and/or purchases of undelivered products from Stryker in the event Stryker becomes subject to an Exclusion or Debarment Event.

4. **HIPAA Compliance.** Stryker and you understand, acknowledge and agree that although not necessary to Stryker's providing goods and/or services to you, Stryker's employees, contractors, agents or other representatives may encounter personal or confidential information or materials belonging to you, your patients, employees, contractors, agents or other representatives. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients) shall be treated by both parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. The parties shall to the extent applicable, comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations thereunder as amended to ensure the protection of Protected Health Information ("PHI") as defined therein.

5. **Applicable Laws.** It is the intent of Stryker and you to comply in all respects with all federal, state and local laws and regulations governing the relationship between or among healthcare providers. In the event performance by either party should jeopardize your full accreditation or licensure by any regulatory agency, or be in violation of any statute or ordinance or for any reason be illegal or deemed unethical by any recognized agency or association in the medical or hospital fields, you may, at your option, terminate your purchases of products from Stryker.

6. **Access to Records.** To the extent required by law the following provision applies: Stryker agrees to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). To the extent applicable to its activities, Stryker further specifically agrees that until the expiration of four (4) years after furnishing services and/or products pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Statement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to you for purchases of products from Stryker. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

CONFIDENTIALITY:

7. You will not disclose to any third party the terms, including pricing information, or any other information provided by Stryker to you in connection with the sale of products to you by Stryker, without Stryker's prior written approval. The confidentiality obligation will not apply to information that is: (a) already public or that becomes public other than as a result of disclosure by you; or (b) required by law or legal process to be disclosed. In the case of required disclosure, written notice of such requirement will be promptly communicated to Stryker and you will cooperate, at the expense of Stryker, with Stryker in its efforts to limit the scope of disclosure required.

NO EFFECT ON STRYKER FINANCE AGREEMENTS:

8. The warranty, indemnification, insurance, compliance and other terms of this Statement are the responsibility of Stryker, but: (i) the terms of this Statement shall not be a part of, nor affect in any manner, any agreement(s) between you and Stryker Flex Financial, a division of Stryker Sales, LLC (collectively "Stryker Finance Agreement"); and (ii) no assignee of any Stryker Finance Agreement shall have any responsibility to you under this Statement.

PUBLIC RECORDS

9. The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097.**

9.1. Under the Agreement, to the extent that the Vendor is providing goods and/or services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to provide goods and/or services.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Vendor does not transfer the records to the County.
- d. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

9.2. A request to inspect or copy public records relating to the Agreement for goods and/or services shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

9.3. If the Vendor does not comply with the County's request for records, the County shall enforce the Agreement provisions in accordance with the Agreement.

9.4. If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

9.5. If a civil action is filed against the Vendor to compel production of public records relating to the Agreement, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- a. The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- b. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

9.6. A notice complies with this Section if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Agreement with the County or to the Vendor's registered agent.

9.7. If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

9.8. In reference to any public records requested under the Agreement, the Vendor shall identify and mark specifically any information which Vendor considers CONFIDENTIAL and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and which the Vendor believes to be exempt from disclosure, citing specifically the applicable exempting law and including a brief written explanation as to why the cited Statute is applicable to the information claimed as confidential and/or proprietary information. All materials shall be segregated and clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE."

9.9. In conjunction with the confidential and/or proprietary information designation, the Vendor acknowledges and agrees that after notice from County, the Vendor shall respond to a notice from the County immediately, but no later than 10 calendar days from the date of notification or the Vendor shall be deemed to have waived and consented to the release of the confidential and/or proprietary designated materials.

9.10 The Vendor further agrees that by designation of the confidential/proprietary material, the Vendor shall defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to the Vendor's designation of the material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Vendor's designation of material as exempt from public disclosure.

INDEMNITY

10. Any indemnification by the County is hereby limited to the limits as set forth in Section 768.28, Florida Statutes.

MISCELLANEOUS

11. In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

12. Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Vendor during the term of the Agreement to work in Florida. Additionally, if Vendor uses subcontractors to perform any portion of the work (under the Agreement), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by

subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify. Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the contract. Compliance with the terms of the E-Verify program provision is made an express condition of the Agreement and the County may treat a failure to comply as a material breach of the Agreement. If the County terminates the Agreement pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of the Agreement.

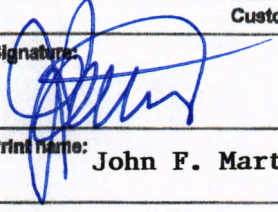

13. In accordance with Section 287.133, Florida Statutes, Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of the Agreement.

14. In accordance with Section 787.06, Florida Statutes, the Vendor shall provide the County an affidavit, on a form approved by the County, signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

SCHEDULE I

STRYKER MEDICAL LIMITED WARRANTY – ACUTE PRODUCTS:

https://techweb.stryker.com/Terms_Conditions/Warranty/SYK.Medical.Limited.Warranty-AcuteProducts110620.pdf

| Customer signature | | Accepted by Flex Financial, a division of Stryker Sales, LLC | |
|--|-------------------|---|---------------|
| Signature:  | Date: DEC 18 2024 | Signature:  | Date: 11/5/24 |
| Print name: John F. Martin | | Print name: Mark Molenkamp | |
| Title: Chairman | | Title: Director, Sales Operations | |



(9) LP15-Lucas & (10) PP2 Feb 2024

Quote Number: 10854306

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: NASSAU COUNTY FIRE RESCUE
Attn:

Rep: Eric Smith
Email: eric.smith7@stryker.com
Phone Number: (904) 955-4647

Quote Date: 06/26/2024

Expiration Date: 09/24/2024

Contract Start: 01/23/2024

Contract End: 01/22/2025

Delivery Address

Name: NASSAU COUNTY FIRE
RESCUE
Account #: 20063530
Address: 96160 NASSAU PLACE
YULEE
Florida 32097-8626

Sold To - Shipping

Name: NASSAU COUNTY FIRE
RESCUE
Account #: 20063530
Address: 96160 NASSAU PLACE
YULEE
Florida 32097-8626

Billed To Account

Name: NASSAU COUNTY FIRE
RESCUE
Account #: 20063530
Address:

Equipment Products:

| # | Product | Description | U/M | Qty | Sell Price | Total |
|------|--------------|--|-----|-----|-------------|--------------|
| 1.0 | 650705550001 | 6507 POWER PRO 2, HIGH CONFIG | PCE | 10 | \$33,516.00 | \$335,160.00 |
| 2.0 | 650707000002 | KIT, ALVARIUM BATTERY, SERVICE | PCE | 10 | \$894.62 | \$8,946.20 |
| 3.0 | 650700450301 | ASSEMBLY, BATTERY CHARGER | PCE | 10 | \$1,280.02 | \$12,800.20 |
| 4.0 | 650700450102 | ASSEMBLY, POWER CORD, NORTH AM | PCE | 10 | \$29.52 | \$295.20 |
| 5.0 | 99577-001958 | LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, BT, Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order | PCE | 9 | \$42,509.70 | \$382,587.30 |
| 6.0 | 41577-000290 | LP15 ACCRY SHIPKIT, AHA, S | PCE | 9 | \$0.00 | \$0.00 |
| 7.0 | 21330-001176 | LP 15 Lithium-ion Battery 5.7 amp hrs | PCE | 36 | \$511.68 | \$18,420.48 |
| 8.0 | 11140-000098 | LP15 AC Power Adapter (power cord not included) | PCE | 9 | \$1,829.42 | \$16,464.78 |
| 9.0 | 11140-000015 | AC power cord | PCE | 9 | \$88.56 | \$797.04 |
| 10.0 | 11140-000080 | Extension Cable (5ft, 3 in) | PCE | 9 | \$340.30 | \$3,062.70 |
| 11.0 | 11577-000019 | Attachment Kit - LP15 Power Adapter | PCE | 9 | \$63.96 | \$575.64 |
| 12.0 | 11996-000519 | LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor | PCE | 9 | \$704.38 | \$6,339.42 |
| 13.0 | 11996-000456 | RD SET DCI, 3ft, Adult Reusable Sensor, 1/box | PCE | 9 | \$331.28 | \$2,981.52 |



(9) LP15-Lucas & (10) PP2 Feb 2024

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Version: 1

Prepared For: NASSAU COUNTY FIRE RESCUE

Attn:

Rep: Eric Smith

Email: eric.smith7@stryker.com

Phone Number: (904) 955-4647

Quote Date: 06/26/2024

Expiration Date: 09/24/2024

Contract Start: 01/23/2024

Contract End: 01/22/2025

| # | Product | Description | U/M | Qty | Sell Price | Total |
|------------------|--------------|--|-----|-----|-------------|--------------|
| 14.0 | 11577-000002 | LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device | PCE | 9 | \$364.90 | \$3,284.10 |
| 15.0 | 11220-000028 | LIFEPAK 15 Carry case top pouch | PCE | 9 | \$65.60 | \$590.40 |
| 16.0 | 11260-000039 | LIFEPAK 15 Carry case back pouch | PCE | 9 | \$93.48 | \$841.32 |
| 17.0 | 11577-000001 | LIFEPAK 15 Shoulder strap | PCE | 9 | \$0.00 | \$0.00 |
| 18.0 | 21330-001365 | Test load (for use with QUIK COMBO therapy cable) | PCE | 9 | \$0.00 | \$0.00 |
| 24.0 | 99576-000063 | LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device | PCE | 9 | \$18,013.50 | \$162,121.50 |
| 25.0 | 11576-000060 | LUCAS Desk-Top Battery Charger | PCE | 9 | \$1,275.10 | \$11,475.90 |
| 26.0 | 11576-000071 | LUCAS External Power Supply | PCE | 9 | \$403.44 | \$3,630.96 |
| 27.0 | 11576-000080 | LUCAS 3 Battery - Dark Grey - Rechargeable LiPo | PCE | 9 | \$758.50 | \$6,826.50 |
| Equipment Total: | | | | | | \$977,201.25 |

Trade In Credit:

| Product | Description | Qty | Credit Ba. | Total Credit |
|----------------|---|-----|-------------|--------------|
| TR-SPCOT-PP2 | TR-SYK PCOT TO PP2 | 10 | -\$2,500.00 | -\$25,000.00 |
| TR-15V1V2-LP15 | TRADE-IN-STRYKER LP15 V1V2 TOWARDS PURCHASE OF LIFEPAK 15 | 9 | -\$6,500.00 | -\$58,500.00 |
| TIM-LUC2-LUC3 | TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1 | 9 | -\$5,000.00 | -\$45,000.00 |

ProCare Products:

| # | Product | Description | Qty | Sell Price | Total |
|------|------------------|--|-----|------------|-------------|
| 22.1 | POWERPRO-PROCARE | Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG 02/22/2024 - 02/21/2027 | 10 | \$7,315.95 | \$73,159.50 |



(9) LP15-Lucas & (10) PP2 Feb 2024

Quote Number: 10854306

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USA

Version: 1

Prepared For: NASSAU COUNTY FIRE RESCUE

Attn:

Rep: Eric Smith

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Phone Number: (904) 955-4647

Quote Date: 06/26/2024

Expiration Date: 09/24/2024

Contract Start: 01/23/2024

Contract End: 01/22/2025

| # | Product | Description | Qty | Sell Price | Total |
|------|---------------------|---|-----|------------|-------------|
| 22.2 | LIFEPAK-FLD-PROCARE | Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, Temp, ST, Ind at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order 02/22/2024 - 02/21/2028 | 9 | \$8,375.20 | \$75,376.80 |
| 23.1 | POWERPRO-PROCARE | Power Pro 2 for 8507 POWER PRO 2, HIGH CONFIG 02/22/2024 - 02/21/2025 | 10 | \$289.75 | \$2,897.50 |
| 29.1 | LUCAS-FLD-PROCARE | LUCAS 3, 3.1 for LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device 06/27/2024 - 06/26/2028 | 9 | \$6,532.20 | \$58,789.80 |

ProCare Total: \$210,223.60

Data Solutions:

| # | Product | Description | Months | Qty | Sell Price | Total |
|-----------------------|--------------|------------------------|--------|-----|------------|------------|
| 19.0 | 21996-000109 | Titan III WiFi Gateway | 0 | 9 | \$1,088.96 | \$9,800.64 |
| Data Solutions Total: | | | | | | \$9,800.64 |

Price Totals:

Estimated Sales Tax (0.000%): \$0.00
Freight/Shipping: \$14,830.97
Grand Total: \$1,083,556.46



(9) LP15-Lucas & (10) PP2 Feb 2024

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21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: NASSAU COUNTY FIRE RESCUE

Attn:

Rep: Eric Smith
Email: eric.smith7@stryker.com
Phone Number: (904) 955-4647

Quote Date: 06/26/2024

Expiration Date: 09/24/2024

Contract Start: 01/23/2024

Contract End: 01/22/2025

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. **Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.