

(c) Provided that there is no Default (Section 13), Lessee is authorized on behalf of Lessor to enforce in its own name (and at its own expense) any warranty, indemnity or right to damages related to the Equipment which Lessor has against the Supplier.

(d) At the end of the term of a Lease, or in the event of a Default, Lessee agrees, at its own expense and risk, (i) to pay for any repairs required to place the Equipment in the same condition as when received by Lessee, reasonable wear and tear excepted; (ii) without unreasonable delay, to cause the Equipment to be disassembled, deinstalled, inspected, tested and crated in accordance with manufacturer recommendations, and any and all local, state and federal regulatory requirements then in effect and (iii) to deliver the Equipment, freight prepaid, to a carrier selected by Lessor for shipment to a location selected by Lessor.

(e) At Lessor's request, Lessee, at its expense, shall store the Equipment for a period of up to ninety (90) days after the end of the term of the applicable Lease. During such period, Lessee shall comply with all of the terms of the Lease, except the obligation to pay Rent, and Lessor shall have access to the Equipment upon reasonable notice for the purpose of showing the Equipment to potential purchasers.

7. DISCLAIMER. LESSEE AGREES THAT: (1) LESSOR IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT OR SOFTWARE (IF ANY) OR THE REPRESENTATIVE OF EITHER; (2) LESSOR IS NOT REQUIRED TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF ITSELF OR OF LESSEE; (3) LESSOR IS NOT OBLIGATED TO INSPECT THE EQUIPMENT OR SOFTWARE; (4) LESSOR DOES NOT MAKE, AND HAS NOT MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP OR SOFTWARE; (5) LESSOR DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF, OR AS TO TITLE TO, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR SOFTWARE. LESSEE FURTHER AGREES THAT LESSOR SHALL NOT BE LIABLE FOR ANY LIABILITY, LOSS OR DAMAGE CAUSED DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR SOFTWARE OR BY ITS INADEQUACY OR BY ANY EQUIPMENT OR SOFTWARE DEFECT, WHETHER OR NOT LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, LOSS OR DAMAGE. LESSOR SHALL NOT HAVE ANY LIABILITY TO LESSEE OR ANY OTHER PERSON WITH RESPECT TO ANY OF THE FOLLOWING, REGARDLESS OF ANY NEGLIGENCE OF LESSOR: (1) THE USE, OPERATION OR PERFORMANCE OF THE EQUIPMENT OR SOFTWARE; (2) ANY INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATED PROFITS OR LOSS OF GOODWILL OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND WHICH ARE ATTRIBUTABLE TO THE EQUIPMENT OR SOFTWARE; OR (3) THE DELIVERY, SERVICING, MAINTENANCE, REPAIR, IMPROVEMENT OR REPLACEMENT OF THE EQUIPMENT OR SOFTWARE.

8. LOSS OR DAMAGE; CASUALTY VALUE. Lessee assumes the risk of any disappearance of or damage to any part of the Equipment from any cause whatsoever. Within ten (10) days of learning of any condemnation or other circumstance where the Equipment is, in Lessee's reasonable opinion, irreparably damaged or permanently unfit for use ("*Casualty*"), Lessee will provide Lessor full details of the Casualty and will pay to Lessor an amount equal to (i) the sum of all future Monthly Rents payable for the Equipment under the applicable Lease, with each such payment discounted to its net present value at a simple interest rate equal to six percent (6%) per annum (or if not permitted by applicable law, the lowest permitted rate) from the due date of each such payment to the Monthly Rent payment date immediately preceding the date of the Casualty; plus an amount equal to the Casualty Value Percentage of the Total Price of the Equipment ("*Casualty Value*"); plus (ii) any other amounts due under the applicable Lease. Monthly Rent will continue to accrue without abatement until Lessor receives the Casualty Value and all other amounts (including Monthly Rent payments) then due under the applicable Lease, at which time the Lease will terminate. At Lessor's request, Lessee agrees to sell the Equipment on an "AS IS, WHERE IS" basis without representation or warranty, and to remit to Lessor any sales or insurance proceeds received (less any sums paid by Lessee as Casualty Value).

9. INSURANCE. Lessee agrees, at its own expense, to keep the Equipment insured with companies acceptable to Lessor and to maintain primary coverage consisting of (i) actual cash value all risk insurance on the Equipment, naming Lessor as loss payee and (ii) single limit public liability and property damage insurance of not less than \$300,000 per occurrence (or such other amounts as Lessor may require by notice to Lessee) naming Lessee as insured and Lessor as additional insured. The insurance will provide for not less than thirty (30) days notice to Lessor of material changes in or cancellation of the policy. Premiums for all such insurance will be prepaid. Lessee will deliver evidence of such insurance to Lessor upon request, and will promptly provide to Lessor all information pertinent to any occurrence which may become the basis of a claim. Lessee will not make claim adjustments with insurers except with Lessor's prior written consent. If Lessee fails to provide any insurance required by the Agreement, Lessor may but is not obligated to insure its own interest in the Equipment and Lessee agrees to pay the direct or financed cost thereof (at the highest annual rate permitted by applicable law) and charge for costs in connection therewith promptly upon receipt of invoices.

10. REPRESENTATIONS AND WARRANTIES OF LESSEE. Lessee represents and warrants to Lessor that as of the date of each Lease and of each Certificate of Acceptance:

(a) Lessee has adequate power and capacity to enter into the Lease, any documents relative to the purchase of the Equipment leased under such Lease and any other documents required to be delivered in connection with this Lease (collectively, the "*Documents*"); the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms; there are no proceedings presently pending or threatened against Lessee which will impair its ability to perform under the Lease; and all information supplied to Lessor is accurate and complete.

(b) Lessee's entering into the Lease and leasing the Equipment does not and will not: (i) violate any judgment, order, or law applicable to the Lease, Lessee or Lessee's certificate of incorporation or by-laws (if Lessee is a corporation) or Lessee's partnership agreement (if Lessee is a partnership); or (ii) result in the creation of any lien, security interest or other encumbrance upon the Equipment.

(c) All financial data of Lessee or of any consolidated group of companies of which Lessee is a member ("*Lessee Group*"), delivered to Lessor have been prepared in accordance with generally accepted accounting principles applied on a consistent basis with prior periods and fairly present the financial position and results from operations of Lessee, or of the Lessee Group, as of the stated date and period(s). Since the date of the most recently delivered financial data, there has been no material adverse change in the financial or operating condition of Lessee or of the Lessee Group.

(d) If Lessee is a corporation or partnership, it is and will be validly existing and in good standing under laws of the state of its incorporation or organization; the persons signing the Lease are acting with the full authority of its board of directors or partners (if Lessee is a partnership) and hold the offices indicated below their signatures, which are genuine.

11. LESSEE'S AGREEMENTS. (a) Lessee agrees that it will keep the Equipment free and clear from all claims, liens and encumbrances and will not assign, sublet, or grant a security interest in the Equipment or in this Lease without Lessor's prior written consent. If and to the extent that the Lease is deemed a security agreement under the Uniform Commercial Code, and otherwise for precautionary purposes only, Lessee grants Lessor a first priority security interest in its interest in the Equipment and in all Equipment leased pursuant to any Schedule. Such security interest shall secure Lessee's obligations with respect to all Schedules, Leases and agreements between Lessee and Lessor. Lessee will notify Lessor in writing, with full particulars, within ten (10) days after it learns of the attachment of any lien to any Equipment and of the Equipment's location.

(b) Lessee will not relocate any unit of Equipment from the Equipment Location stated on a Schedule without the prior written approval of Lessor (which shall not be unreasonably withheld). Lessee agrees to notify Lessor immediately in writing of any change in Lessee's corporate or business name or in the location of its chief executive office.

(c) If this is a Type A Lease, Lessee will not take or fail to take any action which Lessor determines will result in the disqualification of any Equipment for, or the recapture of, all or any portion of the accelerated cost recovery deductions permitted by the Internal Revenue Code of 1986, as amended. Lessee will indemnify Lessor for any loss in Lessor's after tax economic yields and cash flows caused by Lessee's acts or failures to act.

(d) Lessor may inspect the Equipment during normal business hours. At Lessor's request, Lessee will attach identifying labels supplied by Lessor showing Lessor's ownership in a prominent position on each unit of Equipment.

(e) LESSOR MAY ASSIGN EACH LEASE. LESSEE WAIVES AND AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY DEFENSE, SET OFF, RECOURSE, CLAIM OR COUNTERCLAIM WHICH LESSEE HAS OR MAY AT ANY TIME HAVE AGAINST LESSOR FOR ANY REASON WHATSOEVER.

(f) Within one hundred twenty (120) days of the close of each fiscal year of Lessee, Lessee will deliver to Lessor Lessee's balance sheet and profit and loss statement, certified by a recognized firm of certified public accountants. Upon request, Lessee will deliver to Lessor duplicate copies of Lessee's most recent quarterly financial report.

12. INDEMNIFICATION. Lessee agrees to indemnify, defend and keep harmless Lessor, its agents, successors and assigns, from and against any all losses, damages, penalties, claims and actions, including legal expenses, arising out of or in connection with (i) the selection, manufacture,

purchase, acceptance or rejection of Equipment, the ownership of Equipment during the term of a Lease, and the delivery, lease, possession, maintenance, use, condition, return or operation of Equipment or (ii) the condition of Equipment sold or disposed of after or as a result of use by Lessee or any permitted sublessee of Lessee.

13. DEFAULT. (a) Lessor may declare a Lease in default (a "Default") if, with respect to such Lease: (i) Lessor has not received Monthly Rent or any other Rent (Sections 5 and 15) within ten (10) days after its due date; or (ii) Lessee or any guarantor violates any other term of a Lease or any term of a guaranty and fails to correct such violation within ten (10) days after written notice from Lessor; or (iii) Lessee violates the terms of any license or agreement for Software; or (iv) Lessee or any guarantor becomes insolvent, is liquidated or dissolved, stops doing business or assigns its rights or property for the benefit of creditors; or (v) a petition is filed by or against Lessee or any guarantor under Title 11 of the United States Code or any successor or similar law; or (vi) (for individuals) Lessee or any guarantor dies or a guardian is appointed for Lessee's or guarantor's person; or (vii) Lessee (or any affiliate) is in default of or fails to fulfill the terms of any other agreement between Lessee and Lessor or any affiliate of either.

(b) At any time after a Default, Lessor may declare a default under any other Lease or agreement between Lessee (and any affiliate) and Lessor or its affiliate. Lessor may also enter, with or without legal process, any premises and take possession of the Equipment. Immediately after a Default, Lessee will pay to Lessor, as liquidated damages for loss of a bargain and not as a penalty, an amount equal to the sum of (i) all Rents, including Monthly Rent, and other sums (e.g. late charges, indemnification, liens) then due under each Lease; plus (ii) the Casualty Value of the Equipment, calculated as of the Monthly Rent payment date immediately preceding the Default; together with interest on such sum accruing to the date of payment at the Overdue Rate (Section 15). Lessee waives notice of intention to accelerate and notice of acceleration. After a Default, at the request of Lessor, Lessee will return the Equipment as required by Section 6. Lessor may, but is not required to, sell or lease the Equipment in bulk or in individual pieces. If the Lessor intends to sell the Equipment, it may do so in a public or private sale and is not required to give notice of such sale. The Equipment need not be displayed at the sale. Lessor may, without paying rent or providing insurance, use the Equipment Location to store the Equipment or conduct any sale. The proceeds of any sale or lease will be applied in the following order of priorities: (1) to pay all of Lessor's expenses in taking, removing, holding, repairing and disposing of Equipment; then (2) to pay any late charges and interest accrued at the Overdue Rate; then (3) to pay accrued but unpaid Monthly Rent together with any unpaid Casualty Value, Rent, interest and all other due but unpaid sums (including any indemnification and sums due under other Leases or agreements in default). Any remaining proceeds will reimburse Lessee for payments which it made to reduce the amounts owed to Lessor in the preceding sentence. Lessor will keep any excess. If the proceeds of any sale or lease are not enough to pay the amounts owed to Lessor under this Section, Lessee will pay the deficiency.

(c) Lessor's remedies for Default may be exercised instead of or in addition to each other or any other legal or equitable remedies. Lessor has the right to set-off any sums received from any source (including insurance proceeds) against Lessee's obligations under each Lease. Lessee waives its right to object to the notice of the time or place of sale or lease and to the manner and place of any advertising. Lessee waives any defense based on statutes of limitations or laches in actions for damages. Lessor's waiver of any Default is not a waiver of its rights with respect to a different or later Default.

14. OPTION. (a) LEASE TYPE A ONLY: So long as no Default has occurred, Lessee has the option (i) to purchase all but not less than all of the Equipment under a Lease at the end of the Initial Term on an AS-IS WHERE-IS basis without representation or warranty, for a cash purchase price equal to the Equipment's Fair Market Value (plus any applicable sales taxes) determined as of the end of the Initial Term; or (ii) to extend the Initial Term of a Lease at the then Fair Market Rental of the Equipment. Lessee must give irrevocable written notice at least sixty (60) days before the end of the Initial Term to Lessor that it will purchase the Equipment or extend the Initial Term. If the Lease is renewed, the Lessee's obligations (other than the amount of Monthly Rent to be paid) will remain unchanged. If Lessee fails to timely exercise one of such options, this Lease shall automatically continue on the same periodic basis in effect at such time with Rent payable in the same amount and frequency in effect at such time until the Equipment is returned or purchased in accordance with the terms hereof. Lessee's obligations and all other provisions of this Lease shall continue until such time. "Fair Market Value" or "Fair Market Rental" means the price or rental which a willing buyer or lessee (who is neither a lessee in possession nor a used equipment dealer) would pay for the Equipment in an arm's length transaction to a willing seller or lessor who is under no compulsion to sell or lease the Equipment. In determining "Fair Market Value" or "Fair Market Rental": (i) the Equipment is assumed to have been maintained and returned as required by the Lease; (ii) in the case of any installed Equipment, the Equipment will be valued on an installed basis; and (iii) cost of removal from the Equipment's current location will not be included.

(b) LEASE TYPE B ONLY: So long as no Default has occurred, Lessee may purchase all but not less than all the Equipment under a Lease on an "AS IS, WHERE IS" basis, without representation or warranty, at the end of the Initial Term for a price equal to the Option Price (plus applicable sales tax) stated on a Schedule. Unless the Option Price is \$1.00, Lessee must give Lessor irrevocable written notice at least thirty (30) days before the end of the Initial Term that it will purchase the Equipment.

15. MISCELLANEOUS. (a) LEASE TYPE B ONLY: Lessee agrees that for income tax purposes only, Lessor is treating Lessee as owner of the Equipment and that Lessee has not received tax advice from Lessor or the Supplier. Lessee understands that the Equipment may be purchased for cash and that by signing this Agreement and entering into the applicable Lease, Lessee has chosen to lease the Equipment. By signing this Agreement, Lessee agrees to pay a lease charge and lease charge rate. The total lease charge is equal to (i) the Monthly Rent multiplied by the number of months in the Initial Term, plus (ii) the Option Price, minus (iii) the Total Price set forth in the applicable Schedule. The lease charge portion of the Monthly Rent payments may be determined by applying to the Equipment Total Price the rate which will amortize such Equipment Total Price (adjusting for any Advance Rent) down to the Option Price at a constant rate over the Initial Term by payment of the Monthly Rent. The lease charge rate is the constant rate referred to in the preceding sentence. The lease charge rate can also be calculated using the Total Price as the present value, the Option Price as the future value, the Monthly Rent as the payment and the term as stated herein. The lease charge rate may be higher or lower than the actual interest rate because of the amortization of certain payments made to or by the vendor. If this transaction were re-characterized as a financing, no lease charge, late charge, or post maturity interest charge is intended to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law. If this transaction were re-characterized as a financing and one or more of such charges exceed such maximum, then such charges will be reduced to the legally permitted maximum charge and any excess charge will be used to reduce the initial value of the Equipment Total Cost or refunded.

(b) Time is of the essence of each Lease. Lessor's failure at any time to require that Lessee strictly perform its obligations under any Lease will not prevent Lessor from later requiring such performance. Lessee agrees, upon Lessor's request, to sign any document presented by Lessor from time to time to protect Lessor's rights in the Equipment. **LESSEE AND LESSOR EACH WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION ARISING FROM OR RELATED TO A LEASE.** Lessee also agrees to pay Lessor's attorneys' fees and out-of-pocket expenses in protecting or enforcing its rights under a Lease. Lessee will pay attorney's fees and costs of collection, up to the amount permitted by law. Lessor and Lessee agree that legal fees and costs up to twenty percent (20%) of the amount then due under this Lease are reasonable.

(c) All required notices will be considered to have been given if sent by registered or certified mail or overnight courier service to the Lessor at the address stated above and to the Lessee at its address stated in the Lease, or at such other place as such addressee may have designated in writing.

(d) Each Lease constitutes the entire agreement of the parties with respect to the lease of the Equipment and supersedes and incorporates all prior oral or written agreements or statements. So long as there is no Default, Lessor shall not interfere with Lessee's quiet enjoyment of Equipment. If a provision of a Lease is declared invalid under law, the affected provision will be considered omitted or modified to conform to applicable law. All other provisions will remain in full force and effect.

(e) If Lessee fails to comply with any provision of a Lease, Lessor has the right, but is not obligated, to have such provision brought into compliance. This right is in addition to the Lessor's right to declare a Default. All expenses incurred by Lessor in bringing about such compliance will be considered Rent which is due to Lessor within five (5) days after the date Lessor sends to Lessee a written request for payment.

(f) All overdue payments will bear interest at the Overdue Rate, which is the lower of twenty percent (20%) per annum or the maximum rate allowed by law. Interest will accrue daily until payment in full is received.

(g) All of Lessor's rights (including indemnity rights) under a Lease survive the Lease's expiration or termination, and are enforceable by Lessor, its successors and assigns.

(h) If at Lessee's request, Lessor agrees in its sole discretion to permit the early termination of any Lease, Lessee agrees to pay Lessor a fee to compensate Lessor for the privilege of doing so in an amount not greater than permitted by applicable law.

(i) ARTICLE 2A: THIS LEASE IS A "FINANCE" LEASE AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. LESSEE AGREES THAT IT WILL KEEP THE EQUIPMENT FREE AND CLEAR FROM ALL CLAIMS, LIENS AND ENCUMBRANCES AND WILL NOT ASSIGN, SUBLET OR GRANT A SECURITY INTEREST IN THE EQUIPMENT OR IN ANY LEASE WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. To the extent permitted by applicable law, Lessee hereby waives all rights and remedies conferred upon a Lessee by Article 2A (sections 506-522) of the Uniform Commercial Code, including but not limited to Lessee's rights to: (i) cancel or repudiate the Lease; (ii) reject, revoke acceptance or accept partial delivery of the Equipment or "cover"; (iii) recover damages from Lessor for any breach of warranty or for any other reason; and (iv) grant a



Schedule No. 4252629-001

Master Lease Agreement Effective Date: _____

THIS SCHEDULE ("Schedule") incorporates all of the terms of the above Master Lease Agreement ("Agreement"). This Schedule and the Agreement as it relates to this Schedule constitutes a lease ("Lease") for the equipment described below ("Equipment") between Stryker Capital ("Lessor") and the Lessee indicated below. All terms used and not defined in this Schedule have the definitions stated in the Agreement.

A. LESSEE: LEGAL NAME: County of San Mateo
TRADE NAME (if any): San Mateo Medical Center
ADDRESS: 222 West 39th Avenue
San Mateo, California 94403
LEGAL ENTITY - Type:
State of Organization:
Date of Establishment:

B. SUPPLIER:
C. EQUIPMENT LOCATION: Street Address:
County:
City, State Zip:

D. DESCRIPTION OF EQUIPMENT:

Table with 2 columns: Equipment Description, Qty. Rows include Model 2000SN Skilled Nursing Bed, Bedside Stand, and Overbed Table.

Equipment Price: \$439,686.32
Sales Tax: Up Front
Freight:
Installation:

Equipment Total Cost: \$ 439,686.32

E. TRANSACTION TERMS:

Lease Type (Check One): A (Tax Lease, 0-year property; all Sections other than 14(b) and 15(a) apply).
X B (Lease Purchase all Sections other than 4(b), 11(c) and 14(a) apply).

Initial Term (# of Months): 36 Monthly Payments Quarterly Payments X Annual Payments

Rent: 3 at \$146,560.64
Advance Rent: \$ 0.00
Sales tax: \$ 0.00
Lease Type B Option Price: \$1.00
Total Advance Rent: \$ 0.00
Last Funding Date: 3/11/2004
Casualty Value Percentage: 0

Initial Here: X

F. ADDITIONAL TERMS (if any):

1. Lessee's periodic lease payments are calculated using a lease rate factor (the "Lease Rate Factor"). The Lease Rate Factor is calculated, in part, using an interest rate based on the interest rate for swaps (the "Swap Rate") that most closely approximates the initial term of the Lease as published in the Federal Reserve Statistical Release H.15 available at <http://www.federalreserve.gov/releases/h15/update/> on 12/8/2003 (the "Initial Rate Date"). The Lease Rate Factor will be held until 1/8/2004 (the "Rate Expiration Date"). If Lessee does not accept the Equipment on or before the Rate Expiration Date, the Lease Rate Factor and Lessee's periodic lease payment may be adjusted if the Swap Rate as reported four (4) business days prior to acceptance of the Equipment is different than the Swap Rate as reported on the Initial Rate Date. Lessor will notify Lessee if the Lease Rate Factor changes.

If this is a Type A Lease and the Initial Rate Date occurs on or before December 31st of any calendar year, but the Lease Commencement Date is on or after January 1st of the following calendar year, the Lease Rate Factor and Lessee's periodic lease payments will be adjusted to preserve Lessor's after tax economic yields. Lessor will notify Lessee if the Lease Rate Factor changes

If the Lease Commencement Date is not the first or the fifteenth day of any calendar month (a "Payment Date"), the Initial Term shall be extended by the number of days between the Lease Commencement Date and the Payment Date which first occurs after the Lease Commencement Date, and Lessee's first payment will be increased by 1/30th of the Monthly Rent multiplied by the number of days elapsed from the Lease Commencement Date to the day immediately preceding the Payment Date which first occurs after the Lease Commencement Date.

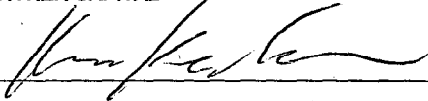
 X Payments in Advance – If payments are in advance and the Lease Commencement Date is a Payment Date, the first payment is due on the Lease Commencement Date. If the Lease Commencement Date is after the first but before the fifteenth day of the month, the first payment is due on the fifteenth day of the month of the Lease Commencement Date. If the Lease Commencement Date is after the fifteenth day of the month, the first payment is due on the first day of the month following the Lease Commencement Date.

 Payments in Arrears – If payments are in arrears and the Lease Commencement Date is the first day of the month, the first payment is due on the first day of the month following the month of the Lease Commencement Date. If payments are in arrears and the Lease Commencement Date is after the first but before (or on) the fifteenth day of the month, the first payment is due on the fifteenth day of the month following the month of the Lease Commencement Date. If the Lease Commencement Date is after the fifteenth day of the month, the first payment is due on the first day of the second month following the month of the Lease Commencement Date.

2. Any Document may be authenticated by manual signature, facsimile or, if approved in writing by Lessor, electronic means, all of which shall be equally valid and enforceable; provided, however, that although the Lessor may fund a transaction upon receipt of all required Documents bearing facsimile or electronic signatures, if the Lessee fails (for any reason) to deliver original signature versions of all such Documents to Lessor on the next business day after such funding, Lessor may, in its sole discretion, declare that an Event of Default has occurred under the Agreement.

LESSOR: STRYKER CAPITAL

LESSEE: COUNTY OF SAN MATEO
DBA SAN MATEO MEDICAL CENTER

By: 

By: X

Name: Ken Knochty
(Print or Type Name)

Name: X
(Print or Type Name)

Title: Senior Credit Analyst
(Print or Type Title)

Title: X
(Print or Type Title)

Date of Execution: 4/26/04

Date of Execution: X

Social Security or Taxpayer ID No.: X

Certificate of Incumbency

The Undersigned does hereby certify as follows:

1. I am the duly elected and acting (Attesting) (Assistant) Secretary of *San Mateo, County of dba San Mateo Medical Center*, a corporation organized and existing under the laws of the State of X _____ and I have custody of the records of Lessee.

2. The X _____ or X _____ (titles of officers) of Lessee is hereby authorized and directed to execute and deliver the Lease and such other instruments and documents.

3. The individuals named below are the duly elected or appointed officers of Lessee holding the offices or positions set forth after their names, and that their signatures are genuine:

Name	Title	Signature
X <u>George Dottery</u>	X <u>CEO</u>	X <u>G. Dottery</u>
X _____	X _____	X _____
X _____	X _____	X _____

[SEAL]

X _____
(Name of Secretary)

NON-APPROPRIATIONS RIDER

This Non-Appropriations Rider (the "Rider") is an addition to and hereby made part of the Fee Per Use Agreement (the "Agreement") between Stryker Capital ("Owner") and County of San Mateo dba San Mateo Medical Center ("User") to be executed simultaneously herewith and to which this Rider is attached. Undefined terms used herein shall have the meaning provided for in the Agreement.

1. User acknowledges and affirms its non-cancelable Minimum Monthly Payment obligations (the "Obligations") and its intent to satisfy the Obligations in accordance with the Agreement.
2. User agrees to take all necessary and timely action during the Agreement term to obtain and maintain funds appropriations sufficient to satisfy the Obligations, including without limitation, providing for the Obligations in each required 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.
3. Notwithstanding anything to the contrary provided in the Agreement, Owner and User agree that upon the occurrence of all of the events described in subparagraphs (a) through (c) below (the "Non-Appropriation Occurrence") and so long as User is not then in default under the Agreement, Owner's sole remedy upon the occurrence of an event of default under the Agreement shall be to take possession of the Equipment:
 - (a) An authorized governmental action shall have resulted in the lack of an appropriation of funds sufficient to satisfy the Obligations (or obligations similar in nature with respect to the use or acquisition of equipment providing essentially similar services and functions as the Equipment) and User shall have provided Owner a true, correct and complete copy of a document describing such action;
 - (b) User shall have fully performed its agreement described in paragraph 2 above.
 - (c) User shall have provided written notice to Owner of the governmental action resulting in the lack of appropriation of funds (as described in subparagraph (a)) within twenty (20) days of User's knowledge thereof;

Except as provided in paragraphs 4 and 5 below, the Non-Appropriation Occurrence shall result in termination of the Minimum Monthly Payment and User's liability for the Obligations.

4. Owner and User agree that immediately following the Non-Appropriation Occurrence, User shall return the Equipment (at User's sole cost and expense) to Owner pursuant to the applicable Agreement provisions. User acknowledges that the Non-Appropriation Occurrence shall in no way affect User's continuing obligations for those representations, warranties and covenants which, by their terms, expressly survive termination or expiration of the Agreement.
5. If the Agreement is terminated following a Non-Appropriation Occurrence, User and Owner agree that for the duration of the Term, unless otherwise prohibited by law, (a) User shall not purchase, rent, engage the services of an agent or independent contractor, or otherwise pay for the use of equipment performing functions or services similar to those performed by the Equipment and (b) if User receives an appropriation of funds which permits User to purchase, rent, engage the services of an agent or independent contractor, or otherwise pay for the use of equipment performing functions or services similar to those performed by the Equipment, upon receipt of any funds from such appropriation, the termination of User's liability for the Obligations shall immediately be rescinded and either the Agreement shall be reinstated for the remainder of the Term or User shall satisfy the Obligations then owed to Owner prior to User's payment of such funds to any other payee.
6. User shall deliver in a form acceptable to Owner a resolution enacted by User's governing body, authorizing the Agreement and the appropriation of funds for the Agreement during the User's current fiscal year.
7. User represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) User is a political subdivision of the state in which it is located. User is organized and existing under the constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents"). (b) The Documents have been authorized,

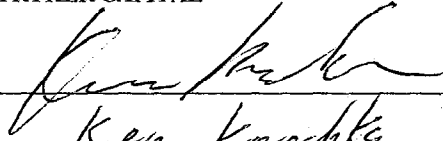
executed and delivered by User in accordance with all applicable laws, rules, ordinances, and regulations. The Documents are valid, legal, binding agreements, and are enforceable in accordance with their terms. The person(s) signing the Documents have the authority to do so, are acting with the full authorization of User's governing body, and hold the offices indicated below their signatures, each of which are genuine. (c) The Equipment is essential to the immediate performance of a governmental or proprietary function by User within the scope of its authority and will be used during the Term of the Agreement only by User and only to perform such function. User intends to use the Equipment for the entire Term of the Agreement. (d) User has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Agreement and the acquisition of the Equipment. [(e) Attached hereto is the original Certificate of Availability of Funds and the original Certificate with Respect to Available Resources, in each case with respect to the transaction contemplated by the Fee Per Use Agreement and executed by the appropriate fiscal officer.] [For Ohio use only; may be modified on a state by state basis.]

8. All references to the term "Owner" herein shall be deemed made to any and all assignees of Owner, and all rights and remedies of Owner provided for herein shall be enforceable by such assignees.

Owner: STRYKER CAPITAL

User: COUNTY OF SAN MATEO
DBA SAN MATEO MEDICAL CENTER

By: _____



By: X

Name: _____

Ken Knoack

Name: X

Title: _____

Senior Credit Analyst

Title: X

Date: _____

4/28/04

Date: X



INVOICE

Billing ID Number:	Due Date:
4252629-001	Upon Receipt
Current Due:	Total Due:
\$182,834.76	\$182,834.76

San Mateo, County of
dba San Mateo Medical Center
222 West 39th Avenue
San Mateo, California 94403

To ensure proper credit-detach and return the upper portion with payment.

Account Number: 4252629-001

Description	Amount
Advance Rental	\$146,560.64
Upfront Tax	\$ 36,274.12
Total Balance Now Due:	\$182,834.76

PLEASE REMIT PAYMENT WITH EXECUTED DOCUMENTS

PLEASE READ THIS CAREFULLY!

As part of the financing for your equipment, Stryker Capital will require a **Certificate of Insurance**. The Certificate should be issued by your insurance company and must have the following information referenced:

1. Stryker Capital must be named as **Additional Insured & Loss Payee**.
2. **Reference Your Account Number** on the Certificate as 4252629-001
3. **Insurance should Include Property & Liability Coverage**
4. Reference the following Address Information:

Stryker Capital
Attn.: Andriene Johnson
10 Riverview Drive
Danbury, CT 06810

This Certificate must be sent to Stryker Capital with your documents (or via fax - 1-800-327-9724 Attn.: Andriene Johnson) .

****If we do not receive the Certificate prior to installation, you will be billed for insurance on your monthly statement.**

Please complete the following:

INSURANCE INFORMATION

Insurance Carrier: X Contact: X

Address: X

City: X State: X Zip: X

Phone: X Fax Number: X

Do you wish to have Stryker Capital follow up for the Certificate of Insurance? YES NO

Name: San Mateo, County of dba San Mateo Medical Center

Signature: X

Date: X

Please call Andriene Johnson at 1-800-771-1926 with any questions.

PHONE NO. :

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: GE Commercial Finance
Contact Person: Corri Schenck
Address: 260 Long Ridge Road
Stamford CT 06927
Phone Number: 203 357 3526
Fax Number: 203 961-2118

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

"If the answer to one or both of the above is no, please skip to Section IV."

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

B. Schenck
Signature

Corri Schenck
Name (Please Print)

Jr. Benefits Mgr
Title

2-16-04
Date

Blanket Sales Tax Exemption Certificate

The undersigned vendee hereby certifies that it possesses a valid permit, license, or registration number under the law(s) of the State(s) enumerated on the second page of this form, and that all the tangible personal property purchased from:

("the dealership") is exempt from sales and use tax for the following reason:

Check applicable box below, and fill in appropriate lines on second page.

- Resale, engaged in the business of selling PURCHASE OF PROPERTY AND DISPOSITION THEREOF BY SALE, LEASE OR OTHERWISE, AND OTHER BUSINESS TRANSACTIONS and the product and/or service purchased from the dealership (describe product _____) will be resold in the regular course of business
- Incorporating the same, as a material, ingredient or component part, into tangible personal property produced for sale.
- Direct pay permit issued by State (indicate with * on second page).
- Exempt due to tax status as a religious, charitable, or educational institution.
- Other authorized exemption (describe).

This certificate shall be considered a part of each order given by vendee from and after the effective date hereof, unless such order shall otherwise specify.

This certificate shall continue in full force and effect unless and until revoked in writing by the vendee.

The vendee understands and agrees that if it uses any property purchased tax-free under this certificate in any manner which would not exempt the sale from tax, it becomes the user or consumer of such property, and as such assumes liability for and undertakes to pay the tax due directly to the appropriate taxing authority when state law so provides, or to inform the dealership, for added tax billing.

Dated as of the 12th day of August, 2001.

GE CAPITAL CORPORATION

Name of Company as Registered

ROBIN F. SCHATZ

Name of Purchaser or Agent (print or type)

[Signature]

Signature of Purchaser or Agent

TEAM LEADER

Title of Authorized Agent

Address

10 Riverview Drive

Danbury, CT 06810

This certificate is valid only for the State(s) as to which the appropriate blank on the second page is filled in.

Important

Please insert your sales tax license or registration number in the following tax jurisdictions in which you are registered:

	License Number
Alaska	18081 (Kenai)
Alabama	7668-01639
Arizona	07-094336-K
Arkansas	047649-76-001
California	SSBH19-615015
Colorado	80-15086
Connecticut	0827253-000
Delaware	1-941686094
District of Columbia	0004087
Florida	78-04-015663-61
Georgia	175-61-09230-9
Hawaii	10001281
Idaho	0182033-S-46-1-3
Illinois	0447-0761
Indiana	009416860-001-0
Iowa	2-00-112486
Kansas	115-0434
Kentucky	082329
Louisiana	0607473-001
Maine	F053457
Maryland	01465587
Massachusetts	941-686-094
Michigan	94-1686094
Minnesota	7385867
Mississippi	083-00194-1 Sales
Missouri	11341165

	License Number
Montana	N/A
Nebraska	2-3498794-1
Nevada	0-168151-04-99
New Hampshire	N/A
New Jersey	941-686-094-000-5
New Mexico	01153318008
New York	94-1686094-6
North Carolina	901-9-101-12477
North Dakota	106007-00
Ohio	99001156
Oklahoma	095357
Oregon	N/A
Pennsylvania	99167950
Rhode Island	93417
South Carolina	064-88458-8
South Dakota	73S-07692-7
Tennessee	2-94-1686094-001-8
Texas	1-94-1686094-8
Utah	C41364
Vermont	63448
Virginia	305-120775-1
Washington	C-409-023-486
West Virginia	94-168-6094-001
Wisconsin	UT-8239
Wyoming	24-0-02067

AGREEMENT BETWEEN STRYKER MEDICAL AND THE COUNTY OF SAN MATEO FOR THE PURCHASE OF BEDS AND STRETCHERS FOR THE SAN MATEO MEDICAL CENTER

This Agreement (including Exhibits A and B) dated as of _____, 2004 is by and between Stryker Medical, a division of Stryker Corporation ("Stryker Medical") and the County of San Mateo ("San Mateo").

WHEREAS, San Mateo is entering into an agreement with Stryker Capital ("Stryker Capital Agreement") for the purchase of beds and stretchers ("Products") manufactured by Stryker Medical;

WHEREAS, Stryker Medical will sell the Products to Stryker Capital being sold under the Stryker Capital Agreement;

Stryker Medical and San Mateo agree to the following:

1. Limited Warranty

Stryker Medical warrants to the County of San Mateo that the Products will be free from defects in material and workmanship for a period of either: one (1) year parts and labor or two (2) years for parts only, after date of delivery. Stryker Medical's obligation under this warranty is expressly limited to supplying replacement parts for, or replacing, at its option, any product which is, in the sole discretion of Stryker Medical, found to be defective. Stryker Medical warrants to the original purchase that the frame and welds on its beds will be free from structural defects for as long as the original purchaser owns the bed. If requested by Stryker Medical, products or parts for which a warranty claim is made shall be returned prepaid to Stryker Medical's factory. Any improper use or any alteration or repair by others in such manner as in Stryker Medical's judgment affects the product materially and adversely shall void this warranty. No employee or representative of Stryker Medical is authorized to change this warranty in any way.

This statement constitutes Stryker Medical's entire warranty with respect to the aforesaid equipment. STRYKER MEDICAL MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, EXCEPT AS SET FORTH HEREIN. THERE IS NO WARRANTY OF MERCHANTABILITY AND THERE ARE NO WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL STRYKER MEDICAL BE LIABLE HEREUNDER FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN ANY MANNER RELATED TO SALES OR USE OF ANY SUCH EQUIPMENT.

2. Indemnification

Stryker Medical will hold San Mateo harmless and will indemnify San Mateo for any and all liability incurred from patient injury resulting directly from a defect in workmanship or design of the Products. 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 Medical, (B) the failure of any person other than an employee or agent of Stryker Medical to follow any instructions for use of the Products or (C) the use of any equipment not purchased from Stryker Medical or Stryker Capital or Products that have been modified or altered. San Mateo will hold Stryker Medical harmless and will indemnify Stryker Medical for any and all liability incurred from patient injury resulting directly from the negligence of any of San Mateo's employees, San Mateo's failure to follow Stryker Medical's instructions for the Products and any modifications or alterations to the Products by San Mateo.

3. Insurance.

At the request of San Mateo, Stryker Medical shall furnish the relevant Department/Division of San Mateo with certificates of insurance. Stryker Medical shall maintain the following insurance:

- (a) **Worker's Compensation and Employer's Liability Insurance.** Stryker Medical shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Stryker Medical certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (b) **Liability Insurance.** Stryker Medical shall take out and maintain during the life of this Agreement Comprehensive General Liability Insurance that covers Bodily Injury Liability and Property Damage that shall protect it for damages caused by the Products provided under the Stryker Capital Agreement. Such insurance shall be not less than \$1,000,000 and may be maintained through a program that includes self insurance

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be canceled or will be less than the coverage amounts identified above, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement.

4. Non-Discrimination.

- A. Stryker Medical shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Stryker Medical shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Stryker Medical's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement in the County of San Mateo shall be considered a breach of this Agreement and subject the Stryker Medical to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Stryker Medical from bidding on or being awarded a County contract for a period of up to 3 years;

To effectuate the provisions of this section, the County Manager shall have the authority to examine Stryker Medical's employment records with respect to compliance with this paragraph.

For employees located in the County of San Mateo, Stryker Medical shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Stryker Medical that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Stryker Medical shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Stryker Medical shall comply with the County Ordinance which prohibits Stryker Medicals from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. Stryker Medical shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

G. The provisions of this Section 4 shall apply to employees located in the County of San Mateo.

Stryker Medical

By: *Jala Lynn*

Date: April 20, 2004

Title: West Region Sales Manager

County of San Mateo

By: _____

Date: _____

Title: _____

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. has no employees.
- b. employs fewer than 15 persons.
- c. employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person - Type or Print

Stryker Corporation	6900 South Sprinkle Rd.	
Name of Contractor(s) - Type or Print	Street Address or PO Box	
Kalamazoo	MI	49001
City	State	Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

4/20/04
Date

John Lynn West Region Mgr
Signature and Title of Authorized Official

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CHI-000971613-04

PRODUCER

MARSH USA, INC.
600 RENAISSANCE CENTER
SUITE 2100
DETROIT 48243
Attn: SHIRLEY ANN ROGERS - (313) 393-6509

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A TRAVELERS INDEMNITY OF IL
- COMPANY
B TRAVELERS INDEMNITY CO OF CT
- COMPANY
C AISLIC
- COMPANY
D

21155 -STRYK-ALL-04/05

INSURED

STRYKER CORPORATION
INCLUDING SUBSIDIARIES
P. O. BOX 4085
KALAMAZOO, MI 49003-4085

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	TC2JGLSA611K9258TIL-04 (PREMISES ONLY)	01/01/04	01/01/05	GENERAL AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ EXCLUDED
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 3,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 10,000
A B	AUTOMOBILE LIABILITY	TC2JCAP482K3035TIL-04 (AOS)	01/01/04	01/01/05	COMBINED SINGLE LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO	TC2ECAP482K3047TCT-04 (TX)	01/01/04	01/01/05	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE \$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				
	<input checked="" type="checkbox"/> SELF-INSURED FOR PHYSICAL DAMAGE				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
C	EXCESS LIABILITY	7411710 - DIF IN LIMITS	01/01/04	01/01/05	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> UMBRELLA FORM	LIMITS - CLAIMS MADE			AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	SEE BELOW			\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TRJUB482K1146-04 (AZ, MA, OR, WI)	01/01/04	01/01/05	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 2,000,000
	<input type="checkbox"/> EL EACH ACCIDENT				\$ 2,000,000
A A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	TC2JUB482K1158-04 (AOS)	01/01/04	01/01/05	EL DISEASE-POLICY LIMIT \$ 2,000,000
	<input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	TWXJUB482K191A-04 (MI)	01/01/04	01/01/05	EL DISEASE-EACH EMPLOYEE \$ 2,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

NOTE REGARDING EXCESS LIABILITY - \$3,000,000 SELF-INSURED RETENTION APPLIES TO PRODUCTS/PREMISES COVERAGE
ADDITIONAL INSURED ENDORSEMENT INCLUDED IN EXCESS LIABILITY POLICY, WHERE REQUIRED IN WRITTEN CONTRACT SUBJECT TO THE TERMS AND CONDITIONS IN POLICY.

CERTIFICATE HOLDER

STRYKER CORPORATION & ALL SUBSIDIARIES
2725 FAIRFIELD ROAD
KALAMAZOO, MI 49002

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.

By: John C Hurley

MM1(3/02)

VALID AS OF: 01/21/04

“Exhibit “A”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following:

- A. 281 Model 2000 SN Skilled Nursing Beds
- B. 281 Bedside Stands
- C. 281 Overbed Tables
- D. There will be no charge for freight, delivery, and installation of the equipment in A, B, and C.
- E. A two year-warranty for parts for the equipment in A, B, and C will be provided at no charge.
- F. There will be no finance costs charges during the term of this agreement.
- G. The beds, bedside stands, and overbed tables will be delivered in increments upon request of Burlingame Healthcare Center.
- H. At the conclusion of the three-year term, the County has the unilateral option to purchase the above referenced equipment for \$1.00.

Exhibit "B"

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

- | | | |
|----|--|--------------|
| A. | 281 each of Model 2000 SN Skilled Nursing Beds, Bedside Stands, and Overbed Tables | \$439,686.32 |
| B. | Stryker will provide Biomedical and clinical training | No Charge |
| C. | Freight, delivery, and installation | No Charge |
| D. | Two-year warranty for parts | No Charge |
| E. | Finance Charge | No Charge |
| F. | 8.25% Tax | \$ 36,274.12 |
| G. | Buy-out option | \$ 1.00 |
| H. | The term of this agreement is April 6, 2004 to April 5, 2007. The maximum amount of the agreement is FOUR HUNDRED SEVENTY-FIVE THOUSAND NINE HUNDRED SIXTY DOLLARS AND FORTY FOUR-CENTS (\$475,960.44). COUNTY WILL PAY CONTRACTOR \$158,653.48 PER YEAR. The first annual payment is due upon delivery of the first shipment of beds. | |