

RESOLUTION NO. 07-04-2012

A RESOLUTION RATIFYING THE APPROVAL OF THE LEASE PURCHASE OF FOUR AUTOMATED EMERGENCY DEFIBRILLATOR UNITS FOR THE SANTAQUIN EMS

WHEREAS, the City of Santaquin ("the City") is a fifth-class city and a political subdivision of the state of Utah; and

WHEREAS, pursuant to the state code the City is governed by the Santaquin City Council ("the Council"); and

WHEREAS, the Council has determined that a true and very real need exists for the leasing of certain equipment described in the Equipment Lease Agreement ("the Agreement") presented to the Council at its regularly scheduled meeting on July 18, 2012; and

WHEREAS, the Council has reviewed the form of the Agreement and has found the terms and conditions thereof acceptable to Santaquin City; and

WHEREAS, the City has taken the necessary steps under applicable law to arrange for the leasing of such equipment under the Agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of Santaquin City, Utah as follows:

Section 1. The terms of the Agreement, a copy of which is attached hereto as Exhibit A and incorporated herein, are in the best interests of Santaquin City, Utah for the leasing of the equipment described therein.

Section 2. The decision of the City Council of July 18, 2012 to accept the terms of the Equipment Lease Agreement is hereby ratified and the Mayor and City Recorder of the City are hereby authorized to execute the Agreement and all documents reasonably necessary to accomplish the purposes thereof.

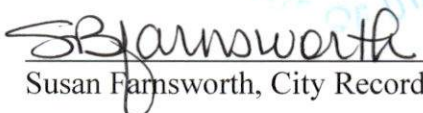
Section 3. This Resolution shall take effect upon adoption by the City Council.

Adopted and approved this 25th day of July, 2012.




James E. DeGraffenried, Mayor

ATTEST:


Susan Farnsworth, City Recorder



EQUIPMENT FINANCE

PO Box 230789
Portland, OR 97281-0789

July 19, 2012

Ben Reeves, City Manager
Santaquin City Corporation
E-Mail: sfarnsworth@santaquin.org
rlind@santaquin.org

Dear Ben Reeves:

Enclosed please find the documentation necessary to enter into a Lease Agreement between U.S. Bank Equipment Finance, a division of U.S. Bank National Association as Lessor and Santaquin City Corporation as Lessee. PROPERLY EXECUTED DOCUMENTS ALLOW US TO EXPEDITE FUNDINGS AND PURCHASE ORDERS. Please do not electronically scan and/or alter the contents of the Documents. If any changes are made (other than as properly authorized by us), we will not be able to accept these Documents for funding.

PLEASE CONTACT Linda Mulligan AT 800-253-3468 ext 201 TO ASSIST YOU WITH THE EXECUTION OF YOUR DOCUMENTS.

If we are unable to make contact, **PLEASE NOTE THE FOLLOWING:**

- ALL HIGHLIGHTED AREAS SHOULD BE SIGNED OR INITIALED AND DATED AS INDICATED.
- ALL MONIES DUE AT EXECUTION SHOULD BE REMITTED WITH THE DOCUMENTS.
- THE DELIVERY AND ACCEPTANCE CERTIFICATE SHOULD BE PROPERLY DATED, SIGNED AND RETURNED ONLY AFTER ALL EQUIPMENT REFERENCED THEREIN HAS BEEN DELIVERED/INSTALLED SATISFACTORILY.
- THE EXECUTED DOCUMENTS SHOULD BE RETURNED VIA UPS. FOR YOUR CONVENIENCE, A SHIPPING LABEL WILL BE E-MAILED TO YOU.

Please retain a copy of the executed documents for your permanent records.

We thank you for your business and support, and always welcome the opportunity to assist you with your financing needs.

Very truly yours,

Linda Mulligan
Lease Coordinator

6/05

PLEASE INCLUDE WITH YOUR LEASE DOCUMENTS AN "OPINION LETTER" FROM YOUR ATTORNEY. I HAVE ATTACHED A SAMPLE OPINION LETTER FOR YOUR CONVENIENCE.

7/26/2012

\$3,135.60

Three Thousand One Hundred Thirty Five & 60/100 Dollars

US BANK EQUIPMENT FINANCE
P.O. BOX 790413
ST. LOUIS, MO 63179-0413

Vendor: US BANK EQUIPMENT FINANCE
Vendor No:

Check Number: 58696
Paid Date: 7/26/2012

<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>	<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>
7/19/2012	07192012	350.00			
7/15/2012	1 - 2012 EQUIPMENT LEASE (EMS)	2,785.60			

Total Amount: \$3,135.60

Vendor: US BANK EQUIPMENT FINANCE
Vendor No:

Check Number: 58696
Paid Date: 7/26/2012

<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>	<u>Date</u>	<u>Invoice No.</u>	<u>Amount</u>
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7/15/2012	1 - 2012 EQUIPMENT LEASE (EMS)	2,785.60			

Total Amount: \$3,135.60



EQUIPMENT FINANCE

Lease Agreement No. 1236859A-022-49409-001

P. O. Box 230789, Portland, OR 97281-0789 | Phone: 800-225-8029 | Fax: 503-797-0841

The words Lessee, you and your refer to Customer. The words Lessor, we, us and our refer to U.S. Bank Equipment Finance, a division of U.S. Bank National Association ("U.S. Bank Equipment Finance").

CUSTOMER INFORMATION

FULL LEGAL NAME Santaquin City Corporation			STREET ADDRESS 275 W. Main Street	
CITY Santaquin	STATE UT	ZIP 84655	PHONE (801) 754-3211	
EQUIPMENT LOCATION (if different from above) 275 W. Main Street, Santaquin, UT 84655				

SUPPLIER INFORMATION

NAME OF SUPPLIER Physio-Control, Inc.			STREET ADDRESS 11811 Willows Road NE	
CITY Redmond	STATE WA	ZIP 98073	PHONE 800-442-1142	

EQUIPMENT DESCRIPTION

Four (4) 99577-000046- LP 15 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT, Sixteen (16) 21330-001176- LI-ION BATTERY 5.7 AMP HOUR CAPACITY, Three (3) 11141-000115- BASE-REDI-CHARGE MOBILE BATTERY CHARGER, Four (4) 11577-000002- KIT- CARRY BAG, MAIN BAG, Four (4) 11171-000049- RAINBOW DCI ADT REUSABLE SENSOR, REF 2696, Four (4) 11171-000050- RAINBOW DCIP PED REUSABLE SENSOR, REF 2697, Four (4) MC999-001005-5- POS- 5 year. On-site repair and one inspection per year. Price per unit, and all accessories and attachments.

together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

LEASE TERMS	LEASE PAYMENT AMOUNT	ADDITIONAL TERMS	COST/SECURITY DEPOSIT
Term in Months Sixty (60)	Sixty (60) Payments of \$2,785.60 (each, a "Payment")	Lease payment period is MONTHLY, beginning on the date you sign a Delivery and Acceptance Certificate for the Equipment.	Original Cost: \$167,136.20 Amount Financed: \$167,136.20 Security Deposit: \$0.00
			(Plus Applicable Taxes)

END OF TERM: We hereby transfer title to the Equipment to you, AS IS, WHERE IS. You, as owner, agree to report and pay when due all taxes (including personal property taxes, fines and penalties) relating to this Agreement or the Equipment. You are obligated to pay the purchase price of \$1.00, plus any applicable taxes at the end of the term of the Lease, provided no event of default under the Lease has occurred and is continuing.

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR ACCEPTANCE

U.S. Bank Equipment Finance		An Authorized Officer Thereof	
LESSOR	SIGNATURE		DATED

CUSTOMER ACCEPTANCE of this Lease Agreement, including all terms on the second page, attached hereto.

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Santaquin City Corporation		Ben Reeves, City Manager	7/25/2012
LESSEE	SIGNATURE	NAME/TITLE	DATED

1. AGREEMENT: For business purposes only, you agree to lease from us the goods (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name. This Agreement becomes valid upon execution by us. Unless otherwise stated in an addendum hereto, this Agreement will renew for 6-month term(s) unless you purchase or return the Equipment (according to the conditions herein) or send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. Any lease with a \$1.00 or \$101.00 purchase option will not be renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. RENT, TAXES AND FEES: You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30.00 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1) or be named on the vehicle title to show our interest. You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction or of damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, the new Lessor will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you break any of your promises in this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that your rights and remedies are governed exclusively by this Agreement. You waive all rights under Article 2A (508-522) of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. SECURITY DEPOSIT: You will pay any security deposit on the date you sign this Agreement; you grant us a security interest in the security deposit. In the event this Agreement is not fully completed or is in default, the security deposit will be retained by us to compensate us for our processing and other expenses. The security deposit is non-interest-bearing, and it or a part may be applied by us to satisfy any amount owed to us by you, in which event you will promptly restore the security deposit to its full amount. If you fully comply with all conditions herein and you have never been in default of this Agreement, the security deposit will be refunded to you after the return of the Equipment in accordance with paragraph 3 or when we are fully paid.

8. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement submitted to us shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains.

9. FAXED OR SCANNED DOCUMENTS, MISC.: You agree to submit the original duly-signed documents with the security deposit to us via overnight courier the same day of the facsimile or scanned transmission of the documents. Any faxed or scanned copy may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

10. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARDS TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

11. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with Minnesota law. You consent to jurisdiction and venue of any state or federal court in Minnesota and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**



INSURANCE AUTHORIZATION AND VERIFICATION

EQUIPMENT FINANCE

Date: July 19, 2012

Schedule Number: 1236859A-022-49409-001

To: Santaquin City Corporation ("Customer")
275 W. Main Street
Santaquin, UT 84655

From: U.S. Bank Equipment Finance, a division of U.S. Bank
National Association ("Creditor")
PO Box 230789
Portland, OR 97281-0789
Attn: Justin Hlavka

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor requires 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 Creditor's 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 both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased 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' \$167,136.20, with deductibles no more than \$5,000.00.

*Customer: Please execute this form and return with your document package. Creditor will fax this 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 to purchase such insurance at your expense. Should you have any questions, please contact Justin Hlavka at (877) 474-4397 Ext. 3542.

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.

Agency/Agent: Santaquin City
Address: 275 W. Main St.
Phone/Fax: (801) 754 3211
E-Mail: breeses@santaquin.org

Santaquin City Corporation
By: Ben Reeves, City Manager

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at (800) 305-6362. 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.

Print Name Of Agency: X
By: X
(Print Name) X
Date: X

Insurable Value: \$167,136.20

ATTACHED: PROPERTY DESCRIPTION FOR SCHEDULE NUMBER: 1236859A-022-49409-001

Four (4) 99577-000046- LP 15 MONITOR/DEFIB, CPR, Pace, to 360j, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT, Sixteen (16) 21330-001176- LI-ION BATTERY 5.7 AMP HOUR CAPACITY, Three (3) 11141-000115- BASE-REDI-CHARGE MOBILE BATTERY CHARGER, Four (4) 11577-000002- KIT-CARRY BAG, MAIN BAG, Four (4) 11171-000049- RAINBOW DCI ADT REUSABLE SENSOR, REF 2696, Four (4) 11171-000050- RAINBOW DCIP PED REUSABLE SENSOR, REF 2697, Four (4) MC999-001005-5- POS- 5 year. On-site repair and one inspection per year. Price per unit, and all accessories and attachments.

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.



****IMPORTANT NOTICE****

REGARDING

PROPERTY TAX

Customer Name: Santaquin City Corporation
Schedule Number: 1236859A-022-49409-001

The Property, which is subject to the Lease Agreement, MAY BE located in a jurisdiction which imposes property tax. Notwithstanding anything to the contrary in the Lease shall be deemed to be a conditional sales contract and Lessor is not and shall not be deemed to be the owner of the Property for any purpose. Therefore, Lessor shall not be liable for personal property taxes assessed against the Property and shall not report the Property to the applicable taxing authorities. As owner, **Lessee shall report and remit directly** to the applicable taxing authorities any and **all personal property taxes** assessed against the Property, in accordance with applicable law, and shall maintain proof of payment.

Please check with the appropriate taxing authority for specific requirements or information. This notice has been provided to help ensure that your transaction is processed in the most timely and accurate manner.

03/10



EQUIPMENT FINANCE



June 14, 2012

Ryan Lind
Santaquin EMS
275 W Main St
Santaquin, UT 84655
801-310-5309
rlind@santaquin.org

Dear Ryan,

Thank you for allowing Physio-Control, Inc. to provide your company with lease financing for your business equipment needs. Below are options you may choose from in making your equipment leasing decisions. If you have any questions, please contact Physio-Control, Inc. by e-mail at physiocontrolleasing@medtronic.com or call 425-867-4117.

Zero to 360 Program

For a limited time, Physio-Control is offering 0% interest, lease to own option for the standard in emergency care. Own a LIFEPAK 15® along with the accessories you need with a 0% interest lease, with a \$1.00 end of lease buyout from Physio-Control. Zero to 360 provides the convenience and flexibility of 3 or 5 year lease options along with the cost savings of interest free payments for your agency.

Lease Purchase (\$1.00 Purchase Option)

- 100% Financing – Lease Purchase structures generally provide 100% financing including installation and freight as compared to conventional bank financing.
- Guaranteed Purchase Structure – The option to purchase at end of term is fixed.
- Ownership – Equipment is capitalized on your balance sheet.
- Interest & Depreciation – Interest and depreciation are expensed.
- Preserve Bank Lines – Utilize bank lines of credit for the operation of your business.

Description: LP15 Quote
Amount: \$168,025.65

Purchase Option	36 Months	60 Months
Lease Purchase	\$4,666.07	\$2,799.31

Program: Physio-Control Zero to 360 Program

Lease Purchase - At the end of the lease term, lessee may purchase the equipment for \$1.00.

The above pricing matrix represents indicative pricing only and is based on current market conditions. You must add any applicable tax and \$350.00 documentation fee. All transactions and pricing are subject to a formal credit request, review and approval. Please consult your accountant to ensure your balance sheet and tax treatment. If this proposal is acceptable to you, please acknowledge by completing the credit application and return to us along with your choice of Lease and Term. Please call if you have any questions.

Sincerely,

Dan Finney
Leasing Coordinator

BJ Mcilnay 303-601-8164, Sales Executive

* This quote is valid for 30 days from today which will be Saturday - July 14, 2012.



Physio-Control, Inc.
 11811 Willows Road NE
 P.O. Box 97023
 Redmond, WA 98073-9723 U.S.A
 www.physio-control.com
 www.medtronic.com
 tel 800.442.1142
 fax 800.732.0956

To: Ryan Lind
 Santaquin EMS
 275 W Main St
 SANTAQUIN, UT 84655
 Phone: (801) 310-5309
 rlind@santaquin.org

Quote#: 1-233554911
Rev#: 1
Quote Date: 06/11/2012
Sales Consultant: BJ McInay
 800-442-1142 x 72990
FOB: Redmond, WA
Terms: Net 30, all quotes subject to credit approval
 and the following terms & conditions

Contract: None

Exp Date: 09/09/2012

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
1	99577-000046 - LP15 MONITOR/DEFIB, CPR, Pace, to 360J, SPO2/CO, 12L GL, NIBP, CO2, Trend, BT INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, Service Manual CD-ROM 21340-000438, ShipKit- (RC Cable) 41577-000126. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	4	\$33,295.00	\$1,664.75	\$0.00	\$31,630.25	\$126,521.00
2	21330-001176 - LI-ION BATTERY 5.7 AMP HOUR CAPACITY RECHARGEABLE LITHIUM-ION, WITH FUEL GAUGE	16	\$400.00	\$20.00	\$0.00	\$380.00	\$6,080.00
3	11141-000115 - BASE-REDI-CHARGE MOBILE BATTERY CHARGER BASE- REDI-CHARGE BATTERY CHARGER	3	\$1,295.00	\$64.75	\$0.00	\$1,230.25	\$3,690.75
4	11140-000015 - AC POWER CORD	3	\$69.00	\$3.45	\$0.00	\$65.55	\$196.65
5	11140-000052 - LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER LP 15 ADAPTER- REDI-CHARGE BATTERY CHARGER	3	\$175.00	\$8.75	\$0.00	\$166.25	\$498.75
6	11577-000002 - KIT - CARRY BAG, MAIN BAG ACCESSORY 11577-000002 LP15 KIT CRY BAG. Includes shoulder strap 11577-000001	4	\$268.00	\$13.40	\$0.00	\$254.60	\$1,018.40
7	11220-000028 - Top Pouch Storage for sensors and electrodes. Insert in place of standard paddles.	4	\$48.00	\$2.40	\$0.00	\$45.60	\$182.40
8	11260-000039 - KIT - CARRY BAG, REAR POUCH KIT - CARRY BAG, REAR POUCH	4	\$69.00	\$3.45	\$0.00	\$65.55	\$262.20
9	11171-000049 - RAINBOW DCI ADT REUSABLE SENSOR, REF 2696 RAINBOW DCI ADT REUSABLE SENSOR, REF 2696	4	\$773.00	\$38.65	\$0.00	\$734.35	\$2,937.40
10	11171-000050 - RAINBOW DCIP PED REUSABLE SENSOR, REF 2697 RAINBOW DCIP PED REUSABLE SENSOR, REF 2697	4	\$912.00	\$45.60	\$0.00	\$866.40	\$3,465.60

Quote#: 1-233554911
 Rev#: 1
 Quote Date: 06/11/2012

Quote Products (continued)

Line	Catalog # / Description	Qty	Price	Unit Disc	Trade-In	Unit Price	Ext Total
11	MC999-001005-5 - POS - 5 YEAR . On-site repair and one inspection per year. Price per unit. Contracts with 4 and 5 year terms must be paid in full up front.	4	\$5,165.00	\$0.00	\$0.00	\$5,165.00	\$20,660.00
12	21340-000806 - EMS DATA REVIEW SW	1	\$2,250.00	\$112.50	\$0.00	\$2,137.50	\$2,137.50
13	50999-000118 - ZONE TRAVEL CHARGE: ZONE 2	5	\$75.00	\$0.00	\$0.00	\$75.00	\$375.00

SUB TOTAL \$168,025.65
 ESTIMATED TAX \$11,341.73
 ESTIMATED SHIPPING & HANDLING \$185.00

GRAND TOTAL \$179,552.38

Pricing Summary Totals

List Price: \$175,762.00
 Cash Discounts: - \$7,736.35
 Tax + S&H: + \$11,526.73

GRAND TOTAL FOR THIS QUOTE \$179,552.38

**TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER
TO: # 800-732-0956, ATTN: REP SUPPORT "Ask your sales representative how to get 25% or more off
list price on your LIFEPAK disposables by signing up for a disposables agreement"**

PHYSIO-CONTROL, INC. REQUIRES WRITTEN
VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS
REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE
APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS
AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE
WITH THE TERMS AND PRICES DENOTED HEREIN. SIGN TO
THE RIGHT:

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Ref. Code: MA/02492401/1-3V1W3Y

Notes:

Taxes, Shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only.

Above pricing valid only if quote is purchased in its entirety (optional items not required).

To receive a trade-in credit, the customer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost

In the event that the trade-in device(s) are not received by Physio-Control within the 30-day window, customer acknowledges that the quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Customer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

TERMS OF SALE

General Terms

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

Pricing

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid an exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department, P.O. Box 97006, Redmond, Washington 98073-9706.

Payment

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.

International Sales - Sight draft or acceptable (confirmed) irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer. Physio-Control, Inc. reserves the right to charge a 15% restocking fee for returns.

Delivery

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from the Buyer, Physio-Control, Inc. will obtain transportation on the Buyer's behalf and for the Buyers account.

Delays

Delivery dates are approximate. Physio-Control, Inc. will not be liable for any loss or damage of any kind due to delays in delivery or non-delivery resulting from any cause beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio-Control, Inc. inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control, Inc. and the Buyer's agreement and the delivery dates shall be extended for the length of such delay.

Inspections

Claims by the Buyer for damage to or shortages of goods delivered shall be made within thirty (30) days after shipment by providing Physio-Control, Inc. with written notice of any deficiency. Payment is not contingent upon immediate correction of any deficiencies and Physio-Control, Inc. prior approval is required before the return of any goods to Physio-Control, Inc..

Warranty

Physio-Control, Inc. warrants its products in accordance with the terms of the standard Physio-Control, Inc. product warranty applicable to the product to be supplied, and the remedies provided under such warranty shall be the Buyers sole and exclusive remedies. Physio-Control, Inc. makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.

Patent & Indemnity

Upon receipt of prompt notice from the Buyer and with the Buyer's authority and assistance, Physio-Control, Inc. agrees to defend, indemnify and hold the Buyer harmless against any claim that the Physio-Control, Inc. products covered by this document directly infringe any United States of America patent.

Miscellaneous

- a) The Buyer agrees that products purchased hereunder will not be reshipped or resold to any persons or places prohibited by the laws of the United States of America.
- b) Through The purchase of Physio-Control, Inc. products, the Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products, and the Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.
- c) The rights and obligations of Physio-Control, Inc. and the Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the State of Washington, United States of America. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorneys fees, shall be reimbursed by the other party.