

MASTER LEASE AGREEMENT

This Master Lease Agreement (together with all annexes, certificates, documents, exhibits, and schedules attached hereto and hereby made a part hereof, this “Master Agreement” or “Lease”) is entered into by and between ZOLL Medical Corporation, a Massachusetts corporation (“Lessor”), and Village of Oak Park (“Lessee”).

1. MASTER AGREEMENT; SCHEDULES. This Master Agreement sets forth the general terms and conditions upon which Lessor shall rent to Lessee and Lessee shall rent from Lessor the equipment (“Equipment”) set forth on a schedule in the form of Schedule A1 (each, a “Schedule”). Each Schedule, when executed by Lessee and Lessor, will constitute a separate Lease.

2. INITIAL TERM AND TERM. The initial term of each Lease stated in and evidenced by a Schedule executed pursuant to this Section 2 (“Initial Term”) will begin on the delivery date (“Delivery Date”) of the Equipment subject to that Lease and will continue for the period described in the applicable Schedule.

3. RENT; LATE CHARGES. As rent for the Equipment under any “Rent”, Lessee agrees to pay the amounts specified in the applicable Schedule on the due dates specified in the applicable Schedule of this Master Agreement. If any part of any Rent payment or other amount due under this Master Agreement is not paid within five (5) days of its due date and if sufficient funds have been appropriated to make such Rent payments or other amounts due. Lessee agrees to pay Lessor a charge for every month after the first month in which the amount is late to compensate Lessor for the inability to reinvest the amount, which charge is stipulated and liquidated at 1.5% of the delayed amount per month (or the lesser rate that is the maximum rate allowable under applicable law) in addition to the unpaid amount.

4. LEASES NON-CANCELABLE; NET LEASES; WAIVER OF DEFENSES TO PAYMENT. Lessee agrees that it has an absolute and unconditional obligation to pay all rent and other amounts when due. Lessee is not entitled to abate, reduce or recoup rent or any other amount due, or to set off any charge against any such amount for any reason whatsoever. Lessee hereby waives any recoupment, cross-claim, counterclaim or any other defense at law or in equity to any rent payment or other amount due with respect to any lease, whether any such defense arises out of this master agreement. There is no “test period” for the equipment.

5. EQUIPMENT RETURN REQUIREMENTS. Unless Lessee is purchasing the Equipment in accordance with the applicable Schedule, Lessee shall return the Equipment in accordance with this Section and shall remain obligated to pay Rent until the Equipment is returned. Not later than five (5) days after the last day of the aggregate term of a Lease, including the Initial Term, any Renewal Term (as defined more fully in Schedule A1) and any optional or other automatic extension of the Initial Term or any Renewal Term (“Total Term”) of each Lease (and any other time Lessee is required to return Equipment to Lessor under the terms of this Master Agreement or any Schedule), for all Equipment to be returned to Lessor, Lessee shall (a) remove any Lessee labels, tags or other identifying marks on the Equipment and wipe clean or permanently delete all data contained on the Equipment, including, any data contained on internal or external drives, discs, or accompanying media, (b) pack the Equipment in accordance with the manufacturer’s guidelines, and (c) deliver such Equipment to Lessor at any destination within the continental United States designated by Lessor. All dismantling, packaging, transportation, in-transit insurance and shipping charges shall be borne by Lessee. All Equipment shall be returned to Lessor in the same condition and working order as when delivered to Lessee, reasonable wear and tear excepted. The return of the Equipment shall constitute a full release by Lessee of any leasehold rights or possessory interest in the Equipment.

6. EQUIPMENT USE; MAINTENANCE AND ADDITIONS. Lessee shall, at all times during the applicable Total Term (a) operate and maintain the Equipment furnished by Lessor to Lessee in order to secure Lessee’s obligations under any Schedule (“Collateral”) in good working order, repair and condition, and in accordance with the manufacturer’s specifications and recommendations, all applicable laws and regulations, and (b) purchase and use only accessories provided by Lessor for use with the Equipment. Worry- Free Service Plan is included in the price, and illustrated on the associated quotation, over the Total Term of the ZOLL One Program as described in Exhibit B attached hereto. In the event of any conflict between the terms and conditions contained in this Master Lease Agreement and the terms and conditions contained in Exhibit B (Worry-Free Service Plan), the terms and conditions in Exhibit B (Worry-Free Service Plan) shall control. Lessee shall make no alterations or additions to the Equipment or other Collateral, except those that will not result in the creation of any security interest, lien or encumbrance on the Equipment or other Collateral or impair the value or use of the Equipment or other Collateral either at the time made or at the end of the Total Term of the applicable Lease, and that are readily removable without damage to the Equipment or other Collateral. Any such alterations or additions may void the Worry-Free Service Plan. Additionally, Lessor warrants to the Lessee that from the earlier of the date of installation or thirty (30) days after the date of shipment from Lessor’s facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. After such thirty (30) and ninety (90) day periods the warranty will be as set forth on Exhibit B. During such 30/90 period Lessor will at no charge to the Lessee either repair or replace (at Lessor’s sole option) any part of the Equipment found by Lessor to be defective in material or workmanship. If Lessor’s inspection detects no defects in material or workmanship, Lessor’s regular service charges shall apply. Lessor shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Lessee, unless such modification is made with the prior written approval of Lessor; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by Lessor; or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by Lessor; or (v) installation or wiring of the Equipment other than in accordance with Lessor’s instructions. Warranty does not cover items subject to

normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware").

Except for the warranties contained in this Section 6 and Exhibit B (Worry-Free Service Plan), Lessor makes no further warranties, and specifically disclaims all implied warranties.

7. EQUIPMENT OWNERSHIP; LOCATION. As between Lessor and Lessee, Lessor is the sole owner of the Equipment and has sole title thereto. Lessee may not relocate any Equipment or other Collateral from the Equipment Location specified in the applicable Schedule within the United States without the prior written consent of Lessor.

8. RISK OF LOSS AND INSURANCE. Lessee assumes any and all risk of loss or damage to the Equipment until such Equipment is returned to and received by Lessor in accordance with the terms and conditions of this Master Agreement. Lessee agrees to keep the Equipment and other Collateral in its possession insured at Lessee's expense against all risks of loss from any cause whatsoever, including, loss by fire (including extended coverage), theft and damage, and such insurance shall cover not less than the (a) amount equal to the sum of all Rent and other amounts due and owing with respect to such Equipment as of the date of payment of such amount for the then remaining Term, plus the estimated total retail price that would be paid for any specified Equipment in an arm's length transaction ("Fair Market Value") as of the scheduled expiration of the then-applicable Term of the related Lease ("Stipulated Loss Value") or (b) with respect to any other Collateral, the replacement value thereof. Lessee also agrees that it shall carry commercial general liability insurance in an amount not less than \$5,000,000 total liability per occurrence. Lessee shall cause Lessor and its affiliates, and its and their successors and assigns, to be named loss payees with respect to property insurance and additional insureds with respect to commercial general liability insurance. Each policy shall provide that the insurance cannot be canceled without at least 30 days' prior written notice to Lessor. In the event of loss or claim, lessee will be responsible for all deductibles and/or retentions. All insurance required by this agreement is primary and non-contributory to any other insurance maintained by Lessor. Lessee shall provide to Lessor (i) on or prior to the Delivery Date for each Lease, and from time to time thereafter throughout the Total Term of each Lease, certificates of insurance evidencing such insurance coverage, and (ii) upon Lessor's request, copies of the insurance policies. If Lessee fails to provide Lessor with such evidence, then Lessor will have the right, but not the obligation, to purchase such insurance protecting Lessor at Lessee's expense. Lessee's expense shall include the full premium paid for such insurance and any customary charges, costs, or fees of Lessor, including but not limited to deductibles and retentions in the event of loss. Lessee agrees to pay such amounts in substantially equal installments allocated to each Rent payment

9. CASUALTY LOSS. Lessee shall notify Lessor of any condemnation, taking, loss, destruction, theft, or damage beyond repair of Equipment ("Casualty Loss") or repairable damage to any Equipment not later than 5 days following the date of any such occurrence. In the event any Casualty Loss shall occur, on the next Rent payment date Lessee shall pay Lessor the Stipulated Loss Value of the Equipment suffering the Casualty Loss. In the event of any repairable damage to any Equipment, the Lease shall continue with respect to such Equipment without any abatement of Rent and Lessee shall at its expense cause such Equipment to be repaired to the condition it is required to be maintained in pursuant to Section 5 not later than 30 days from the date of the occurrence.

10. INSPECTION. Lessor and Lessor's agents shall have the right, from time to time, during Lessee's normal business hours, and without disruption to Lessee's operations, to enter the premises where the Equipment is located for the purpose of inspecting the Equipment.

11. TAXES. Lessor shall report and pay all license and registration fees and all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) ("Taxes") now or hereafter imposed or assessed by governmental body, agency or taxing authority upon the purchase, ownership, delivery, installation, leasing, rental, use or sale of the Equipment, the Rent or other charges payable hereunder, or otherwise upon or in connection with any Lease, whether assessed on Lessor or Lessee, other than any such Taxes required by law to be reported and paid by Lessee ("Lessee Taxes"). Lessee shall within 10 days of invoice reimburse Lessor for all such Lessee Taxes paid by Lessor, together with any penalties or interest in connection therewith attributable to Lessee's acts or failure to act, excluding

(a) Lessee Taxes on or measured by the overall gross or net income of Lessor, (b) as to any Lease or the related Equipment, Lessee Taxes attributable to the period after the return of such Equipment to Lessor, and (c) Lessee Taxes imposed as a result of a sale or other transfer by Lessor of any portion of its interest in any Lease or in any Equipment, except for a sale or other transfer to Lessee or a sale or other transfer occurring after and during the continuance of any Lessee Default.

12. GENERAL INDEMNITY. To the extent permitted by applicable law, Lessee shall indemnify, defend, and hold harmless Lessor, its employees, officers, directors, agents, and assignees from and against any and all claims arising out of or in connection with Lessee's negligent acts or omissions in the use of the equipment that is the subject of this Master Agreement. Lessor shall indemnify, defend, and hold harmless Lessee, its employees, officers, officials, agents and assignees for any third party claim for personal injuries (including death) directly caused by a product defect related to the Equipment that is the subject of this Master Agreement, which is conditioned on the Lessee: (a) providing prompt notice to Lessor of any such claim, and (b) reasonably cooperate with Lessor in the defense of such claim, at Lessor's expense, and (c) allows Lessor sole control of negotiations, settlement or defense of such claim for which it is obligated to indemnify, defend and hold harmless Lessee, its employees, officers, officials, agents and assignees.

- 13. TAX BENEFIT INDEMNITY.** Lessor and Lessee agree that Lessor is entitled to certain federal, state, and local tax benefits available to an owner of Equipment (collectively, "Tax Benefits"). Lessee represents, warrants, and covenants to Lessor that (a) all Equipment will be used solely within the United States; and (b) Lessee will take no position inconsistent with the assumption that Lessor is the owner of the Equipment for federal, state, and local tax purposes. If, due to any act or omission of Lessee or any party acting through Lessee, or the breach or inaccuracy of any representation, warranty or covenant of Lessee contained in the Master Agreement, Lessor reasonably determines that it cannot claim, is not allowed to claim, loses or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then Lessee shall, promptly upon demand pay to Lessor an amount sufficient to provide Lessor the same after-tax rate of return and aggregate after-tax cash flow through the end of the then-applicable Term of such Lease that Lessor would have realized but for such Tax Loss except where the Lessor would not be entitled to such Tax Benefits.
- 14. LIMITATION OF LIABILITY.** LESSOR SHALL HAVE NO LIABILITY TO LESSEE, ITS CUSTOMERS, EMPLOYEES, DIRECTORS, AGENTS OR ASSIGNS OR ANY THIRD PARTIES FOR INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES BASED ON STRICT OR ABSOLUTE TORT LIABILITY OR LESSOR'S NEGLIGENCE CONCERNING ANY EQUIPMENT THAT IS THE SUBJECT OF THIS MASTER AGREEMENT.
- 15. LESSEE REPRESENTATIONS AND COVENANTS.** Lessee represents, warrants and covenants to Lessor that as of the date of this Master Agreement and for so long as this Master Agreement shall remain in effect: (a) ALL EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; (b) Lessee is duly organized and validly existing under applicable law in its jurisdiction of formation as a political subdivision of the State of Illinois; (c) Lessee has the power and authority to enter into the Master Agreement; (d) the execution, delivery and performance of the Master Agreement by Lessee have been duly authorized; (e) the execution, delivery and performance of the Master Agreement by Lessee do not (1) conflict with any of Lessee's organizational documents, (2) contravene, conflict with, constitute a default under or violate any laws applicable to the Lessee, (3) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any governmental authority by which Lessee or any of its subsidiaries or any of their property or assets may be bound or affected or (4) require any action by, filing, registration, or qualification with, or governmental approval from, any governmental authority not already obtained or completed; (f) the Master Agreement is enforceable against Lessee in accordance with its terms and such terms do not violate or create a default under any instrument or agreement binding on Lessee; (g) as of the date of its execution of this Master Agreement and as of the Delivery Date of any Equipment, there are no pending or threatened actions or proceedings before any court, administrative agency or other governmental authority related to this Master Agreement or the power or authority of Lessee to enter into this Master Agreement; (h) Lessee shall comply with the requirements of all applicable laws and regulations; (i) the Master Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (j) all financial statements and other related information furnished by Lessee shall fairly present Lessee's financial position as of the dates given on such statements; (k) Lessee's name set forth in the signature block below is Lessee's full and accurate legal name; (l) Lessee's form and jurisdiction of organization, "location" (within the meaning of UCC Section 9-307), organization number and federal tax identification number are as set forth on Annex A hereto. Lessee agrees to provide Lessor advance written notice of any change in any of the representations and covenants set forth in clauses (g) through (l) of this Section 15.
- 16. DEFAULT.** Any of the following shall constitute a default by Lessee (a "Lessee Default") under this Master Agreement and all Leases: (a) Lessee fails to pay any Rent payment or any other amount payable to Lessor under this Master Agreement or any Schedule on the date due; or (b) Lessee defaults on or breaches any of the other terms and conditions of the Master Agreement and all Leases; or (c) any representation or warranty made by Lessee in the Master Agreement proves to be incorrect, false or misleading when made or deemed made; or (d) any change occurs in relation to Lessee's, or any guarantor of all or any portion of Lessee's obligations under the Master Agreement or any Lease ("Guarantor's"), business, management, ownership or financial condition that would have a material adverse effect on Lessee's ability to perform its obligations under this Master Agreement or any Schedule or Guarantor's ability to perform its obligations under its guaranty; or (e) Lessee or Guarantor dissolves or otherwise terminates its existence, ceases to do business or becomes insolvent or fails generally to pay its debts as they become due; or (f) any Collateral is levied against, seized or attached; or (g) Lessee or Guarantor makes an assignment for the benefit of creditors; or (h) a proceeding under any bankruptcy, reorganization, arrangement of debt, insolvency or receivership law is filed by or against Lessee or Guarantor (and, if such proceeding is involuntary, it is not dismissed within 60 days after the filing thereof) or Lessee or Guarantor takes any action to authorize any of the foregoing matters; or (i) any letter of credit or guaranty issued in support of a Lease is revoked, breached, cancelled or terminated (unless consented to in advance in writing by Lessor); or (j) any Guarantor fails to fulfill its obligations in favor of Lessor pursuant to its guaranty; or (k) Lessee merges or consolidates with any other corporation or entity, or sells, rents or disposes of all or substantially all of its assets without the prior written consent of Lessor.
- 17. REMEDIES.** If a Lessee Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) declare all amounts due and to become due in the current year under any or all Leases to be immediately due and payable; (b) terminate this Master Agreement or any Lease; (c) take possession of, or render unusable, any Collateral wherever such Collateral may be located, without demand or notice and without any court order or other process of law, and no such action shall constitute a termination of any Lease; (d) require Lessee to deliver the Collateral to a location specified by Lessor or allow Lessor access to retrieve such collateral; (e) terminate any other agreement that Lessor may have with Lessee; or (f) exercise any other right or remedy available to Lessor at law or in equity. To the extent permitted by law, Lessee shall pay Lessor all costs and expenses that Lessor may incur to maintain, safeguard, or preserve the Collateral, and other expenses incurred by Lessor in enforcing any of the terms, conditions, or provisions of this Master Agreement.

(including legal fees and collection agency costs). Upon repossession or surrender of any Equipment or Collateral, Lessor may rent, sell, or otherwise dispose of the Equipment and/or Collateral in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof to the amounts owed to Lessor hereunder. Any proceeds of any sale or rent of such Equipment in excess of the amounts owed to Lessor hereunder shall be retained by Lessor. Lessee agrees that with respect to any notice of a sale required by law to be given, ten (10) days' notice shall constitute reasonable notice. Upon payment of all past due Rent and the Stipulated Loss Value together with interest at the rate of 1.5% per month (or such lesser rate as is the maximum rate allowable under applicable law) from the date declared due until paid, Lessor will transfer to Lessee all of Lessor's interest in the Equipment for which such Rent and Stipulated Loss Value has been paid, which transfer shall be on an "AS IS, WHERE IS" basis, without any warranty, express or implied, from Lessor, other than the absence of any liens or claims by or through Lessor. With respect to any exercise by Lessor of its right to recover and/or dispose of any Equipment or other Collateral securing Lessee's obligations under any Schedule, Lessee acknowledges and agrees as follows: (1) Lessor shall have no obligation, subject to the requirements of commercial reasonableness, to clean-up or otherwise prepare the Equipment or any other Collateral for disposition, (2) Lessor may comply with any applicable state or Federal law requirements in connection with any disposition of the Equipment or other Collateral, and any actions taken in connection therewith shall not be deemed to have adversely affected the commercial reasonableness of any such disposition, and (3) Lessor may convey the Equipment and any other Collateral on an "AS IS, WHERE IS" basis, and without limiting the generality of the foregoing, may specifically exclude or disclaim any and all warranties, including any warranty of title or the like with respect to the disposition of the Equipment or other Collateral, and no such conveyance or such exclusion or such disclaimer of any warranty shall be deemed to have adversely affected the commercial reasonableness of any such disposition. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be enforced concurrently or separately from time to time.

18. TRUE LEASE; SECURITY INTEREST. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES OTHERWISE GRANTED TO LESSEE BY UCC §§2A-508 THROUGH 2A-522 AS DEEMED APPLICABLE. If and to the extent that this Master Agreement is deemed a security agreement, Lessee hereby grants to Lessor, its successors and assigns, a security interest in all of Lessee's rights under and interest in the Equipment, all additions to the Equipment, and all proceeds of the foregoing. Such security interest secures all obligations owing by Lessee to Lessor. Lessee authorizes Lessor and any assignee of all or any portion of Lessor's interest in the Master Agreement ("Assignee") to file UCC financing statements disclosing Lessor's or Assignee's interest in the Equipment and in any "Additional Collateral" set forth in any Schedule. Lessee shall provide Lessor with at least forty-five (45) days' prior written notice of any change to Lessee's principal place of business, organization, or incorporation.

19. ASSIGNMENT. Lessee shall not transfer, sublease, or assign any of its rights or obligations under the Master Agreement or any Lease.

20. TERM OF MASTER AGREEMENT. This Master Agreement shall commence and be effective upon the execution hereof by both parties and shall continue in effect until the expiration of the initial term set forth in the master lease schedule. However, no termination of this Master Agreement pursuant to the preceding sentence shall be effective with respect to any lease that commenced prior to such termination until the expiration or termination of such lease and the satisfaction by lessee of all of its obligations hereunder with respect thereto.

21. WAIVER OF JURY TRIAL. Lessee and lessor hereby expressly waive any right to demand a jury trial with respect to any action in connection with this master agreement.

22. NOTICES. All notices required or permitted to be given under this Master Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or mailed via certified mail or a nationally recognized overnight courier service to the respective addresses set forth on Annex A hereto (or such other address or fax number as either party shall so notify the other).

23. MISCELLANEOUS.

a. **Governing Law/Venue.** This master agreement and each lease shall be governed by the internal laws (as opposed to conflicts of law provisions) of the State of Illinois. Lessor and Lessee consent to the jurisdiction of any local, state, or Federal court located within Cook County, Illinois and waive any objection relating to improper venue or forum non-convenience to the conduct of any proceeding in any such court.

b. **Credit Review and Assurances.** Lessee consents to a credit review by Lessor for each Lease. Lessee agrees to promptly execute and deliver to Lessor such further documents and take such further action as Lessor may request in order to carry out the intent and purpose of this Master Agreement more effectively. Without limiting the generality of the foregoing, Lessee agrees (i) to furnish to Lessor from time to time, its certified financial statements, officer's certificates and appropriate resolutions, opinions of counsel and such other information and documents as Lessor may reasonably request, and (ii) to execute and timely deliver to Lessor any documents that Lessor deems reasonably necessary under applicable law to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's ownership interest therein as the case may be; provided, however, that Lessee authorizes Lessor to file any such financing statement or any amendment or continuation thereof or other document without Lessee's authentication to the extent permitted by applicable law; provided, however, Lessor agrees to file a release or termination of any such financing statement within thirty (30) days after the end of the total term for such Collateral. It is also agreed that Lessor or Lessor's agent may, and is hereby authorized to, file as a financing statement, any rent document (or copy thereof, where permitted by law) that Lessor deems appropriate to perfect or protect Lessor's security interest in the Collateral or to evidence Lessor's ownership interest therein, at Lessor's cost and expense; provided, however, Lessor agrees to file a release or termination with respect to such financing statement or rent document within thirty (30) days after the end of the total term for such

Collateral or Equipment.

(d) Entire Agreement; Amendments. This Master Agreement constitutes the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersedes all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

(e) No Waiver. Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute consent or waiver of any other breach of the same or any other provision hereof.

(f) Invalidity. If any provision of this Master Agreement shall be prohibited by or invalid under law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Master Agreement, such Schedule.

(g) Counterparts. The Master Agreement may be executed in counterparts, and, when so executed, each counterpart shall be deemed to be an original and such counterparts together shall constitute one and same instrument. The original of each Schedule shall constitute chattel paper for purposes of the UCC. If there are multiple originals of a Schedule, the one marked "Lessor's Copy" or words of similar import shall constitute the only chattel paper.

(h) Survival. All obligations of Lessee to make payments to, or to indemnify, Lessor and all rights of Lessor shall survive the cancellation or termination of this Master Agreement.

(i) Non-Appropriation. If Lessee is a state and/or a local government, Lessee represents that it has funds available to pay Rent until the end of its then-current appropriation period, and that Lessee intends to request funds to make payments in each appropriation period from now until the end of the Total Term. If either sufficient funds are not appropriated to make payments or any other amounts due under this Lease or (to the extent required by applicable law) this Lease is not renewed either automatically or by mutual ratification, this Lease shall terminate, and Lessee shall not be obligated to make payments under this Master Agreement or the Lease beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which payments have been appropriated or the term of this Lease has been renewed, deliver possession of the Equipment to Lessor within fourteen (14) days. If Lessee fails to deliver possession of the Equipment to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rent thereafter coming due that is attributable to the number of days after the termination during which Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after (i) Lessee's failure to appropriate funds sufficient for the payment of the Rent or (ii) a) this Lease is not renewed or b) this Lease is renewed by Lessee (in which event this Lease shall be mutually ratified and renewed), provided that Lessee's failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Lease or result in any liability to Lessee.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Master Agreement on the dates specified below.

LESSEE: Village of Oak Park

LESSOR: ZOLL Medical Corporation

By: _____

By: _____

Name: Kevin J. Jackson

Name: _____

Title: Village Manager

Title: _____

Date: _____

Date: _____

Annex A to Master Agreement

MASTER LEASE AGREEMENT ANNEX A

Notice Information:

If to Lessor:
ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105

Attn: Contracts Department

If to Lessee:
Oak Park Fire Department
100 North Euclid Avenue
Oak Park, IL 60301

Attn: Joseph Terry

Lessee's Information: Lessee hereby represents and warrants, as of the date of the Master Agreement and each Schedule (subject to any updates provided to Lessor):

1. The exact legal name of Lessee, as set forth in its formation documents, is the Village of Oak Park.
2. Lessee is a political subdivision in the State of Illinois.
3. Lessee's federal tax identification number is: 36-6006027.

Schedule A1 to Master Agreement

COUNTERPART NO. _____. TO THE EXTENT THAT THIS SCHEDULE CONSTITUTES CHATTEL PAPER (AS DEFINED IN THE UCC), NO SECURITY INTEREST IN THIS SCHEDULE MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART NO. 1.

Internal Reference Number: Q-36480 V2

MASTER LEASE AGREEMENT SCHEDULE

ZOLL Medical Corporation ("Lessor") and the Village of Oak Park ("Lessee") are parties to the Master Lease Agreement identified by the Master Agreement Number specified above (the "Master Agreement"). This Schedule (which shall be identified by the Schedule Number specified above) and the Master Agreement together comprise a separate Lease between the parties. The terms and conditions of the Master Agreement are hereby incorporated by reference into this Schedule. All capitalized terms used in this Schedule without definition have the meanings ascribed to them in the Master Agreement.

1. LEASE.

A. Description of Items of Leased Equipment are listed on Exhibit A Equipment List attached hereto.

B. **Initial Term:** 120 Months

2. Lease Amount: \$66,151.64 starting net 30 (excluding any applicable taxes)

Amount is payable: in arrears monthly quarterly ☒ annually (check one)

Lessee shall pay Lessor the Rent payment specified above for the length of the Initial Term within thirty (30) days after the delivery of the Equipment and monthly thereafter on the same date or on the last day of the calendar month if the month does not contain that date.

ZOLL will provide a one-time replacement option for each category of device. Within the first sixty (60) months of the Lease, Lessee may replace all capital equipment provided under Exhibit A for the then available version of the corresponding device or, should a new platform be available, with the new platform of like configuration. A second allotment of accessories and disposables will be provided, in the same quantity as the original order, within ninety (90) days of the sixtieth (60th) month of the Lease. As part of their one-time replacement option, Lessee may elect to replace all categories of equipment simultaneously or separately. However, each category of equipment (i.e., Vents, AP, X Series) must be replaced in full at the same time. For example, if Lessee has five (5) Vents, it may not replace one (1) at a time, it must replace all five at the same time. For clarity, it should be noted that the initial term of this Lease is 10-years for all items including subscriptions. All quoted items, including subscriptions and purchased warranties, may also be extended, or transferred to any new equipment leased under the terms of this paragraph. Any additional items not listed in Exhibit A are the financial responsibility of Lessee.

3. **LEASE PACKAGE:** (if no blank is checked, Lessee will return the Equipment as provided in Section 5 at the end of the Initial Term)

_____ Rental ☒ Fair Market Value

4. **EQUIPMENT LOCATION:** _____

5. **LESSEE'S END-OF-LEASE-TERM OPTIONS.**

(a) **Rental.** If the Rental option is selected above, and unless Lessee delivers to Lessor a termination notice ninety (90) days before the expiration of the relevant term, the initial term shall, without any additional notice or documentation, be automatically extended for successive calendar months ("Renewal Term") with respect to all items of equipment then subject to this Rental through the end of the month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice with respect to this Rental. For each calendar month of the then-applicable Renewal Term, Lessee shall pay to Lessor rent in an amount equal to the monthly rent payment in effect immediately prior to such extension (or the appropriate pro rata portion of the rent payment then in effect in the case of rent payable other than on a monthly basis), and all other provisions of the Master Agreement and this Schedule shall continue to apply.

(b) **Fair Market Value Option.** If the Fair Market Value option is selected above, upon expiration of the Term and provided that the Lease has not been terminated early by Lessor and Lessee is in compliance with the Lease in all respects, Lessee may purchase all (but not less than all) of the Equipment, for the purchase amount that represents the Fair Market Value as defined in Section 8 of the Master Agreement (plus all applicable Taxes), which amount shall be due and payable on or before the last day of the then-applicable Term. If the Lessee does not elect to purchase the Equipment for the purchase amount, Lessee may either (a) return the Equipment in accordance with Section 5 of the Master Agreement, or (b) continue making payments in an amount equal to the rent payment obligations in effect immediately prior to the end of the Initial Term and all other provisions of the Master Agreement and this Schedule shall continue to apply. In the event of option (b) where Lessee continues making rent payments, a Renewal Term will apply and will continue through the end of the calendar month falling at least ninety (90) days after the date the Lessee shall have delivered to Lessor a termination notice during the Renewal Term with respect to this Lease. In the event Lessor and Lessee are unable to agree on the Fair Market Value of any Units of Equipment, Lessor shall select an independent appraiser to conclusively determine such amount with the cost of the appraiser paid by Lessor.

IF LESSEE SHALL HAVE SELECTED PURCHASE OPTION B ABOVE WITH RESPECT TO A LEASE, BUT SHALL HAVE SUBSEQUENTLY FAILED TO COMPLY WITH ITS OBLIGATIONS ARISING FROM ITS ELECTION, THEN THE THEN-APPLICABLE TERM OF THIS LEASE SHALL, WITHOUT ANY ADDITIONAL NOTICE OR DOCUMENTATION, BE AUTOMATICALLY EXTENDED FOR A RENEWAL TERM WITH RESPECT TO ALL ITEMS OF EQUIPMENT AS TO WHICH LESSEE SHALL HAVE SO FAILED TO COMPLY WITH ITS OBLIGATIONS THROUGH THE END OF THE CALENDAR MONTH IN WHICH LESSEE SHALL HAVE COMPLIED WITH SUCH OBLIGATIONS. FOR EACH CALENDAR MONTH OF THE RENEWAL TERM, LESSEE SHALL PAY TO LESSOR RENT IN AN AMOUNT EQUAL TO THE MONTHLY RENT PAYMENT IN EFFECT IMMEDIATELY PRIOR TO SUCH EXTENSION (OR THE APPROPRIATE PRO RATA PORTION OF THE RENT PAYMENT THEN IN EFFECT IN THE CASE OF RENT PAYABLE OTHER THAN ON A MONTHLY BASIS), AND ALL OTHER PROVISIONS OF THE MASTER AGREEMENT AND THIS SCHEDULE SHALL CONTINUE TO APPLY.

Notwithstanding any of the provisions of this Section 5 to the contrary, if any Lessee Default shall have occurred and be continuing at any time during the last ninety (90) days of the then-applicable Term of this Lease, Lessor may cancel any Renewal Term or optional or other automatic extension of the then-applicable Term immediately upon written notice to Lessee.

LESSOR AGREES TO LEASE TO LESSEE AND LESSEE AGREES TO LEASE FROM LESSOR THE EQUIPMENT DESCRIBED IN SECTION 1.A ABOVE. SUCH LEASE WILL BE GOVERNED BY THE MASTER AGREEMENT AND THIS SCHEDULE, INCLUDING THE IMPORTANT ADDITIONAL TERMS AND CONDITIONS SET FORTH ABOVE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THIS SCHEDULE AND THE MASTER AGREEMENT, THE TERMS OF THIS SCHEDULE SHALL GOVERN.

LESSEE: Village of Oak Park

LESSOR: ZOLL Medical Corporation

By: _____

By: _____

Name: Kevin J. Jackson

Name: _____

Title: Village Manager

Title: _____

Date: _____

Date: _____

**EXHIBIT A
Equipment List**

Item	Part Number	Description	Quantity
1	601-2231111-01	X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, SpCO, EtCO2, BVM, NIBP, CPR Expansion Pack	8
2	8300-000676	OneStep Cable, X Series	8
3	8009-0020	CPR-D-padz and CPR Stat Padz Connector for R Series	8
4	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	8
5	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	16
6	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	16
7	8000-0580-01	Six hour rechargeable Smart battery	16
8	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	3
9	8707-000502-01	X Series Accessory Carry Case - Printer Chute with Single Zipper	8
10	8778-89044-WF	X Series - Worry-Free Service Plan	8
11	6008-9901-61	ZOLL X Series Trade In Allowance (EMS Group)	8

EXHIBIT B
Worry-Free Service Plan for All Capital Equipment in Exhibit A

WORRY-FREE SERVICE PLAN

The following repair services for capital equipment included in Exhibit A are included under the Worry-Free Service Plan. Should a device be deemed unrepairable, based on ZOLL's generally accepted technical support practices, replacement of said device shall be the responsibility of lessee.

1. Field Preventive Maintenance at Customer's facility, including:
 - Provide documentation for regulatory agencies
 - Manage and track Customer's PM schedule
 - Test all device parameters
 - Identify and/or troubleshoot potential issues and make recommendations
 - Troubleshoot device(s) and/or accessories under contract
 - Inspect battery chargers and review battery management as required
2. Telephone Support 24/7
3. General software updates
4. Free loaner equipment as required
5. Technical support
6. Waiver of shipping and handling fees
7. Waiver of Minimum Service Fee
8. Discounted Prices
 - Discounted accessories and cables (27% discount)
 - Discounted Lithium-ion SurePower II batteries (27% discount)
 - Discounted (27% discount) parameter upgrade, such as SPO2, ETCO2, and temp upgrades, subject to a formal service quotation agreed upon by both parties.
9. Repair or replacement of parts within the charger that are subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories.
10. Repair or replacement (at ZOLL's sole option), at no charge to the Customer, of the charger if it is affecting the integrity of the device.
11. SurePower chargers (parts and labor covered for normal wear and tear)
12. ECG 12-lead cable replacement upon failure, (excluding physical damage), one replacement per unit per year
13. On-site Support including evaluation and packing of device for return to ZOLL's Service Depot
 - On-site Support – 48-72 hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to ZOLL's Service Depot.
 - In the event of a reported device malfunction, the device should be made available to the Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
 - A primary and back-up contact must be provided to the FSE for all communication.
 - Routine service inspections will be carried out on Customer site during normal working hours (8.30am – 5.30pm, Monday – Friday).
 - Outside of normal business hours arrangements are available by request only. ZOLL reserves the right to charge additional fees for such services, to be agreed between ZOLL and Customer.
 - The postponement of a routine service inspection shall not diminish Customer's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
14. On-site device deployment when repaired unit is returned
15. Lithium-ion SurePower II Battery replacement (upon end of life), subject to the following:

- Batteries must be maintained per ZOLL's recommended maintenance program
- Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault.
- Batteries must be evaluated, and the failure confirmed by ZOLL Technical Support and/or an on-site field service technician.
- Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months. (When service plan purchased post-sale.)
- For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered. (When Service Contract purchased post-sale)

16. Accidental damage coverage. Includes one device outer housing replacement per year per device. Catastrophic damage beyond repair will not be covered. ZOLL's regular service charges shall apply if device is in need of a second outer housing replacement within 12 months of previous outer housing replacement, providing device is still under Worry-Free Service plan.

ON-SITE SUPPORT OPTION

17. On-site Support, including evaluation and packing of device for return to ZOLL's Service Depot
- On-site Support – 48-72 hour response. Includes authorized on-site device repairs for all capital equipment included in Exhibit A, evaluation, packing of device for return to ZOLL's Service Depot.
 - In the event of a reported device malfunction, the device should be made available to the Field Service Engineer ("FSE") during the scheduled visit at one of the two centrally located stations.
 - A primary and back-up contact must be provided to the FSE for all communication.
 - Routine service inspections will be carried out on Customer site during normal working hours (8.30am – 5.30pm EST, Monday – Friday).
 - Outside of normal business hours arrangements are available by request only. ZOLL reserves the right to charge additional fees for such services, to be agreed between ZOLL and Customer.
 - The postponement of a routine service inspection shall not diminish Customer's responsibility for the continued proper use and upkeep of the equipment, in accordance with the applicable user manuals.
18. On-site device deployment when repaired unit is returned.
19. ECG 12-lead cable replacement upon failure (excluding physical damage), one replacement per unit per year