



Internal Contract Reference Number:

510011910-1

Internal Order Reference Number:

4890808

## Lease Agreement Dated As Of: March 31, 2020

Customer's Legal Name and Billing Address ("Lessor")	Equipment Site (if different)
Name: County of Contra Costa, California	Name: Contra Costa Regional Medical Center
Street Address: 2500 Alhambra Avenue	Street Address: 2500 Alhambra Avenue
City, State, Zip: Martinez, CA 94553-3156	City, State, Zip: Martinez, CA 94553-3156

Subject to the terms and conditions of this Lease Agreement (this "Agreement"), and subject to credit approval, GE HFS, LLC (together with its successors and assigns, "Lessor"), agrees to lease to Lessee the Equipment described below. Lessee hereby authorizes Lessor and/or any proposed assignee of Lessor, investor or participant in this transaction to perform all background, credit, judgment, lien and other checks and searches (including to review credit reports from a national credit bureau) as any such party deems appropriate in its sole judgment in connection with credit approval of the transactions evidenced hereby, and subsequently for the purposes of updating, renewing or extending the credit evidenced hereby and for reviewing or collecting amounts due hereunder.

EQUIPMENT DESCRIPTION Supplier/Manufacturer ("Supplier")	Number of Units	Model, Unit # and/or Type of Equipment ("Equipment")
GE HEALTHCARE	1 (One)	GE Revolution EVO Gen 2 EX Mobile CT Unit Vendor Order Number 4890808
AMST, A KENTUCKY TRAILER COMPANY	1 (One)	Kentucky Semi- Trailer VIN 1KKVA4225KL243755 Vendor Order Number 4890808
CATALINA IMAGING	1 (One)	CT training and other various soft costs

**1. TERM; MONTHLY PAYMENT:** The term hereof ("Term") begins on the earlier of the date (i) on which the Equipment has been delivered to the Equipment Site and has been assembled and/or installed (to the extent assembly and/or installation is required) and (ii) Lessee first uses the Equipment (the "Start Date"), provided that if Lessor requires a certificate of acceptance ("C of A") with respect to the Equipment, then the Term will begin upon Lessor's receipt of such C of A signed by Lessee. Beginning on the Start Date, Lessee shall remit the Monthly Payments set forth below ("Monthly Payments") and other sums to Lessor to the address specified by Lessor. In states assessing upfront sales and use tax, the Monthly Payments will be adjusted to include the applicable sales and use tax amortized over the Term using a rate that preserves Lessor's economic yield for the transaction described herein. Monthly Payments may be adjusted prior to the Start Date for changes in market conditions as determined by Lessor in its sole discretion. If the Start Date does not occur on or before the date which is the earlier of (i) 30 days following the date hereof or (ii) December 31 of the calendar year in which the date hereof occurs, then the Monthly Payments may be adjusted by Lessor on or before the Start Date. In addition, Lessor may adjust the Monthly Payments, up or down, by no more than 10% to account for Equipment change orders, Equipment returns, invoicing errors, and similar matters. Lessor will notify Lessee of any adjustment pursuant to this paragraph. A \$500.00 USD documentation fee will be due from Lessee and will be billed on the first Monthly Payment invoice. Lessee shall initial below to indicate the applicable Term and Monthly Payment.

Lessee Initial	Term (Months)	Monthly Payment
	60	60 Month(s) at \$17,692.54 USD

**2. NET LEASE; PAYMENT OBLIGATIONS:** This Agreement is a net lease and is non-cancelable. Lessee's obligation to pay Monthly Payments and other amounts due by Lessee under this Agreement (collectively, the "Obligations") is unconditional. Lessee must pay all Obligations to Lessor, even if any defect in, damage to, or loss of use of, any Equipment occurs for any reason (each, an "Equipment Loss"). Any claims for an Equipment Loss or for breach by Supplier of any service or warranty obligations can be pursued only against the Supplier. Lessee cannot withhold or set off any amounts owing to Lessor because of claims that Lessee may have against Supplier or any other manufacturer or service provider. If any amount due hereunder is not received within three days after its due date, Lessee shall pay, in addition to the amount due, a late payment charge of the greater of 5% of such unpaid amount or \$35.00, but not exceeding any lawful maximum. Credit to Lessee's account may be delayed if (i) payment is not received at Lessor's payment address indicated in Lessor's invoice or other instructions from Lessor, or (ii) payment is received in any form other than direct debit, wire, company checks or certified checks. Delayed credit may cause Lessee to incur a late payment charge. All credit for payments is subject to final payment by the institution on which the item was drawn. All payments made to Lessor hereunder may be applied by Lessor in any order or manner, in its sole discretion, to late charges, rent payments, interest, principal and other amounts due hereunder, or under any other agreement. Lessor may at its option offset and deduct any liability or obligation of Lessee from any or all sums owed by Lessor to Lessee. Written communication concerning disputed payment amounts, including any check or other payment instrument that is tendered as full satisfaction of a disputed amount, or is tendered with other conditions or limitations, must be mailed or delivered to Lessor at its address stated herein or at such other address that Lessor may specify.

**3. TAXES:** If permitted by law, and unless otherwise instructed by Lessor, Lessee will timely report and pay all taxes, fees and assessments due, assessed or levied against any Equipment or this Agreement (collectively "Taxes"), except for Taxes on the net income of Lessor. If Lessor is charged, assessed or pays any Taxes, Lessee will promptly reimburse Lessor (on an after tax basis) therefor. Lessee shall show Lessor as the owner of the Equipment on all property tax reports or returns, and, upon Lessor's request, send Lessor a copy of each tax report or return and evidence of Lessee's payment of Taxes. If Lessor is required by law or elects to report and pay property taxes related to the Equipment, as compensation for Lessor's internal and external costs in the administration of such taxes, Lessee shall pay to Lessor a property tax administration fee equal to \$12 per unit of Equipment per year during the Term, not to exceed the lawful maximum. If Lessee claims exemption from any Taxes, Lessee shall deliver to Lessor a tax exemption certificate and such other documents as Lessor may request.

**4. USE, OPERATION AND MAINTENANCE:** (a.) Lessee will (i) comply with all laws, rules and regulations applicable to the Equipment (including its use) and Lessee, including, without limitation, the USA PATRIOT ACT and all laws, rules and regulations relating to import or export controls, anti-money laundering and terrorist financing, (ii) use the Equipment for commercial purposes and not for personal, family or household purposes, (iii) keep the Equipment free and clear of all liens, (iv) not move any Equipment from the Equipment Site and (v) maintain the Equipment in good operating order in accordance with the manufacturer's recommendations. (b.) All additions, parts, supplies, accessories, and equipment ("Additions") furnished or attached to any Equipment that are not readily removable shall become the property of Lessor. Lessee will not attach or install any Equipment to or in any other personal or real property. Any service, repair or replacement of any parts, components or accessories of or to the Equipment ("Parts") shall be performed only by the original Equipment manufacturer ("OEM") or such other service provider approved by Lessor and only with OEM Parts (or if an OEM Part is not available, with a Part supplied by a manufacturer approved by Lessor). (c.) Lessee shall promptly provide to the Supplier and the manufacturer of the Equipment (if different than the Supplier) any and all information received or generated by Lessee (regardless of how and in what form received or generated) that alleges any deficiencies related to the identity, labeling, quality, durability, reliability, safety, effectiveness and/or performance of the Equipment.

**5. LOSS OR DAMAGE; CASUALTY VALUE; INSURANCE:** Lessor bears no responsibility for transporting, or the risk of any loss, disappearance or damage of or to, the Equipment or any part thereof, all such responsibility and risks being assumed by Lessee. Within ten days of learning that any Equipment is lost, 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 Payments, plus the present value of Lessor's anticipated residual interest in the Equipment, each discounted to its net present value at a simple interest rate of 4% per annum (or if less, the maximum lawful rate) ("Casualty Value"); plus (ii) any other amounts due hereunder. Lessee shall continue to pay Monthly Payments until Lessor receives the Casualty Value and all other amounts then due hereunder, at which time this Agreement will terminate. Lessee shall at its own expense maintain casualty insurance on the Equipment with carriers acceptable to Lessor for an amount equal to the higher of the Casualty Value and the full replacement cost of the Equipment, and against such hazards as Lessor may require, with losses under the policies payable to Lessor as lender loss payee, and liability insurance (minimum of \$2,000,000.00 USD) for personal injuries, death and/or property damages on terms satisfactory to Lessor, naming Lessor as an additional insured.

**6. DEFAULT AND REMEDIES:** (a) Lessor may declare Lessee in default hereunder if: (i) Lessee fails to pay any Obligations within ten days of the due date; (ii) Lessee breaches any of its other obligations hereunder and fails to cure that breach within 30 days after written notice from Lessor; (iii) Lessee or any guarantor of any of the Obligations ("Guarantor") dissolves, becomes insolvent or ceases to do business as a going concern; (iv) any individual Guarantor dies or is declared incompetent; or (v) Lessee or any Guarantor defaults under any other agreement with Lessor or an affiliate of Lessor. (b) Upon the occurrence of any default, Lessor may do one or more of the following: (i) declare all Obligations (including all future Monthly Payments) immediately due and payable; (ii) take possession of, and/or require Lessee to return, the Equipment; or (iii) pursue any other remedy available at law or in equity. Waiver of any default shall not be a waiver of any other or subsequent default. Lessee shall pay Lessor for any and all actual attorneys' fees and other expenses incurred by Lessor in connection with the enforcement of Lessor's rights and remedies hereunder.

**7. INDEMNIFICATION:** LESSEE SHALL INDEMNIFY AND HOLD LESSOR, ITS AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND LOSSES, INCLUDING LEGAL EXPENSES, OF WHATSOEVER KIND ARISING OUT OF OR RELATING TO THE EQUIPMENT OR THIS AGREEMENT ("CLAIMS"), INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING OUT OF THE SELECTION, MANUFACTURE OR PURCHASE OF THE EQUIPMENT, OWNERSHIP OF THE EQUIPMENT DURING THE TERM, AND THE DELIVERY, POSSESSION, MAINTENANCE, AND OPERATION OF THE EQUIPMENT. LESSEE SHALL, UPON LESSOR'S REQUEST, DEFEND ANY ACTIONS BASED ON, OR ARISING OUT OF, ANY OF THE FOREGOING.

**8. PURCHASE OPTION:** If Lessee is not in default, Lessee may, upon not less than 180 days prior written notice, purchase all of the Equipment at lease expiration on an "AS IS, WHERE IS" basis for its then Fair Market Value, plus all applicable taxes, which notice Lessee shall deliver via certified mail to 9900 Innovation Drive, Wauwatosa, WI 53226, Attn: VP Asset Management. "Fair Market Value" means the price that a willing buyer would pay for the Equipment in an arm's-length transaction to a willing seller under no compulsion to sell. In determining Fair Market Value, the Equipment shall be valued on a fully assembled, installed and operational basis and shall be assumed to be in the condition in which it is required to be maintained and returned hereunder. If Lessor and Lessee are unable to agree on Fair Market Value, Lessor shall appoint, at least 135 days before lease expiration, an independent appraiser (reasonably acceptable to Lessee) to determine Fair Market Value, which determination shall be final, binding and conclusive. Lessee shall pay all costs of such appraisal.

**9. REMOVAL AND RETURN OF EQUIPMENT:** At the expiration or earlier termination hereof, Lessee shall, at its expense, return all of the Equipment to a place designated by Lessor; provided, however, that Lessor, in its sole discretion, may require that the OEM or other service provider approved by Lessor de-install, crate and/or transport the Equipment, the costs of which shall be borne by Lessee. Lessee shall, at its expense, ensure that the Equipment, upon receipt by Lessor, is in the same condition and appearance as when received by Lessee (reasonable wear and tear excepted) and in good working order and condition. All waste material and fluid must be removed from the Equipment, and disposed of, by Lessee in accordance with all applicable laws and Lessee shall otherwise clean the Equipment in accordance with all manufacturer recommended and state-of-the-art protocols, industry standards and all applicable laws and regulations. Upon the request of Lessor (or its agent), Lessee shall deliver to Lessor (or its agent) prior to the removal and return of the Equipment a certificate pursuant to which Lessee shall (i) certify that the Equipment has been cleaned to remove any hazardous substances and that the area around the Equipment has been made safe and accessible, and (ii) specify whether the Equipment has been in contact with any radioactivity, infectious or hazardous biological substances and/or any other hazardous chemicals (and if so, provide the details of such contact), and whether the Equipment contains any liquid and/or gas (and if so, describing the same). Lessee bears the risk of loss until the Equipment is delivered to the location designated by Lessor. Lessee shall make the Equipment available for on-site operational inspection by potential purchasers at least 120 days prior to and continuing up to the termination hereof. Lessee shall continue to remit Monthly Payments to Lessor until all Equipment has been returned to Lessor as and when required hereunder, and the amount of each such Monthly Payment shall equal the highest Monthly Payment payable during the Term. Notwithstanding the foregoing, Lessee does not have a legally enforceable option to extend or renew this Agreement, or a legally enforceable option to compel any such extension or renewal.

**10. ASSIGNMENT:** LESSEE SHALL NOT SELL, ASSIGN OR SUBLEASE ANY EQUIPMENT OR THE INTEREST OF LESSEE THEREIN OR THE RIGHTS OR OBLIGATIONS OF LESSEE HEREUNDER WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, AND ANY SUCH PURPORTED SALE, ASSIGNMENT OR SUBLEASE SHALL BE NULL AND VOID. Lessor may, without the consent of Lessee, assign this Agreement and its interest in the Equipment. Upon receipt of written notice of an assignment from Lessor, Lessee will pay all Monthly Payments and all other amounts payable hereunder to such assignee or as instructed by Lessor. Lessee waives and agrees not to assert against any such assignee any defense, set-off, recoupment claim or counterclaim that Lessee has or may at any time have against Lessor.

**11. PROTECTED HEALTH INFORMATION:** Lessee shall not disclose any Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI") to Lessor. Prior to Lessor obtaining possession of the Equipment, whether after default, termination hereof or otherwise, Lessee shall remove any and all PHI from the Equipment, including from any software, and ensure that the transfer of the Equipment will not result in Disclosure (as defined in 45 C.F.R. § 160.103) of any PHI.

**12. TITLE; FILINGS:** Lessor shall retain title to the Equipment during the Term. Lessee authorizes Lessor to file a precautionary financing statement and amendments thereto describing the Equipment and containing any other information required by the applicable Uniform Commercial Code ("UCC"). If and to the extent this Agreement is deemed a security agreement, Lessee hereby grants to Lessor, as security for all Obligations, a security interest in all of Lessee's rights, title and interest in and to the Equipment, all Additions thereto, the general intangibles related thereto, and all proceeds of the foregoing.

**13. MISCELLANEOUS; LESSEE AND LESSOR WAIVE ALL RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT.** The terms "hereof", "hereunder" and "herein" are references to this Agreement. Lessor's failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Lessor's right at any other time to demand strict compliance with this Agreement. If more than one Lessee is named herein, the liability of each shall be joint and several. All required notices shall be deemed adequately given if sent by registered or certified mail, or by a nationally recognized overnight courier service, if to Lessor, at 9900 Innovation Drive, Wauwatosa, WI 53226, and if to Lessee, at its address stated herein, or in each case at such other place as such addressee may have specified in writing by notice as prescribed herein. This Agreement and any addenda and annexes constitute the entire agreement of the parties with respect to the subject matter hereof. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN (WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES). If any provision hereof is in conflict with any applicable law or rule, then such provision will be deemed null and void to the extent that it may conflict therewith, but without invalidating any other provision(s) hereof. This Agreement will be binding upon Lessee, its successors and assigns, and will inure to the benefit of Lessor, its successors and assigns. No modification of this Agreement or any waiver of any of its terms shall be valid unless in writing and signed by the parties hereto; provided, however, that Lessor may make adjustments to the Monthly Payments, to the extent permitted herein. Lessee has not received any tax or accounting advice from Lessor. The provisions hereof regarding "Taxes", "Default and Remedies", "Indemnification" and "Disclaimer" will continue in full force and effect after the expiration or termination hereof. Lessee will furnish its annual financial statements and such interim statements as Lessor may request, in form satisfactory to Lessor, prepared on the basis of generally accepted accounting principles, complete and correct, and fairly presenting Lessee's financial condition as of the date thereof. Lessor may at any reasonable time inspect the Equipment. This Agreement may be executed in counterparts as described below, each of which shall be deemed an original (except as otherwise provided below), but all of which together shall constitute one and the same instrument. Lessee shall sign this Agreement using ink on paper (a "manual" signature) or, if instructed or expressly permitted by Lessor in writing, by electronic or digital means (an "electronic" signature), and deliver the signed copy to Lessor. This Agreement is not binding on Lessor until Lessor signs it. When a copy hereof containing Lessee's signature is signed by Lessor (manually, electronically or digitally, at Lessor's option), then such copy shall be for all purposes (including perfection of security interests and admissibility of evidence) the sole original authenticated Agreement, and to the extent, if any, that this Agreement constitutes chattel paper (as defined in the applicable UCC), no security interest herein may be created through the transfer or possession of any counterpart or copy hereof, other than the copy executed by Lessor. If Lessee signs or transmits this Agreement to Lessor electronically or digitally, Lessee shall provide the counterpart hereof containing Lessee's original manual signature to Lessor at Lessor's request. Lessee agrees not to raise as a defense to the enforcement hereof that Lessee or Lessor executed this Agreement by electronic signature or used facsimile or other electronic means to transmit its signature on this Agreement. Lessor may receive compensation and/or discounts ("Discounts") from the Supplier or manufacturer of the Equipment in order to enable Lessor to reduce the cost of Lessee's lease below what Lessor otherwise would charge. If Lessor received any Discounts, such Discounts are reflected in the Monthly Payments. Any such Discounts provided are intended to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b). To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, Lessee must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all Discounts provided hereunder and, upon request by the Secretary of the U.S. Department of Health and Human Services or a state agency, must make available information provided to Lessee concerning the Discounts. Lessee agrees that Lessor may pay fees or other compensation to Supplier and/or manufacturer of the Equipment, a broker or other third party in connection herewith, which, if so paid, may have resulted in the Monthly Payments being higher than they would have been had such amounts not been paid. Lessee and each of its affiliates authorize Lessor to disclose information (other than PHI) about Lessee and its affiliates that Lessor may at any time possess to (i) any party with a financial interest herein or the Equipment, and (ii) any state or federal regulator with supervisory authority over Lessor.

**14. UCC ARTICLE 2A NOTICE; DISCLAIMER:** THIS AGREEMENT IS A "FINANCE LEASE" AS DEFINED UNDER UCC SECTION 2A-103. LESSOR HEREBY MAKES THE FOLLOWING DISCLOSURES TO LESSEE PRIOR TO EXECUTION HEREOF: (A) THE SUPPLIER OF THE EQUIPMENT IS IDENTIFIED ABOVE. (B) LESSEE IS ENTITLED TO THE PROMISES AND WARRANTIES PROVIDED TO LESSOR BY SUPPLIER WITH RESPECT TO THE EQUIPMENT. AND (C) LESSEE MAY COMMUNICATE WITH SUPPLIER AND RECEIVE AN ACCURATE AND COMPLETE STATEMENT OF SUCH PROMISES AND WARRANTIES, INCLUDING ANY DISCLAIMERS AND LIMITATIONS OF PROMISES OR WARRANTIES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON

A LESSEE IN ARTICLE 2A OF THE APPLICABLE UCC. LESSEE ACKNOWLEDGES THAT IT HAS SELECTED THE EQUIPMENT WITHOUT ANY ASSISTANCE FROM LESSOR, ITS AGENTS OR EMPLOYEES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE. LESSOR SHALL HAVE NO LIABILITY TO LESSEE FOR ANY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS OR REVENUES. LESSEE AUTHORIZES LESSOR (WITHOUT ANY FURTHER NOTICE) TO INSERT ANY MISSING INFORMATION AND TO CORRECT OBVIOUS ERRORS (INCLUDING ANY ERRORS WITH RESPECT TO LESSEE'S CORRECT LEGAL NAME) BUT NO OTHER VARIATION OR MODIFICATION OF THIS AGREEMENT OR ANY WAIVER OF ANY OF ITS PROVISIONS SHALL BE VALID UNLESS IN WRITING AND SIGNED BY EACH PARTY HERETO.

15. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who enters into a transaction with such financial institution. What this means for Lessee: Lessor may ask for Lessee's name, address and other information that will allow Lessor to identify Lessee. Lessor may also ask to see identifying documents.

IF MORE THAN ONE INDIVIDUAL (NON-ENTITY) LESSEE: It is our intent to apply for joint credit \_\_\_\_\_ (each individual (non-entty) Lessee to initial in space provided)

LESSOR: GE HFS, LLC

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Duly Authorized Signatory

LESSEE: County of Contra Costa, California

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Buyer II

Lessee Federal Tax ID#: 23-7048788

No. of Yrs. In Business: \_\_\_\_\_

No. of Owners: \_\_\_\_\_

Principal's Name: \_\_\_\_\_

Principal's SS#: \_\_\_\_\_

Date of Birth (for individual Lessee): \_\_\_\_\_

Cynthia L. Shuhorn, CPPR  
Public Works Division  
Purchasing Department  
Contra Costa County

4/7/20

**★ VERIFICATION OF INSURANCE COVERAGE MUST BE OBTAINED PRIOR TO  
INSTALLATION/ACCEPTANCE ★**

**Name and Address**

**Customer Legal Name:** County of Contra Costa, California

**Customer Address:** 2500 Alhambra Avenue

**Customer City, State, Zip:** Martinez, CA 94553-3156

**Equipment Description:**

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

**Equipment Location:**

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Please complete, sign and return this form along with your lease documents and also contact your agent to have a certificate of insurance emailed to the attention of Operations Department at [CapitalHEF.Documents@ge.com](mailto:CapitalHEF.Documents@ge.com). If a certificate has not been received by the time all other requirements for funding/closing have been met, GE HFS, LLC, will contact your agent directly to request a certificate of insurance as authorized below. In accordance with the provisions of your Agreement, insurance coverage is required as follows:

- PROPERTY INSURANCE** is required against the loss, theft of or damage to the equipment.
  - The minimum amount of coverage required is the higher of the Casualty Value and the full replacement cost of the Equipment.
  - GE HFS, LLC, and its affiliates, holders of any beneficial interest, and their respective agents, successors and assigns, ("Lessor"), must be named as a Loss Payee.
- COMMERCIAL GENERAL LIABILITY INSURANCE** is required for bodily injury and property damage.
  - The minimum amount of coverage required is \$2,000,000.00 USD for each occurrence and \$2,000,000.00 USD aggregate.
  - GE HFS, LLC, and its affiliates, holders of any beneficial interest, and their respective agents, successors and assigns, ("Lessor"), must be named as an Additional Insured.
- The Property and General Liability policies (the "Policy"), as to the interest of Lessor, shall not be invalidated by any act of omission or commission or neglect or misconduct of Lessee at any time, nor by any foreclosure or other proceeding or notice of sale relating to the insured property, nor by any change in the title or ownership thereof or the occupation of the premises for purposes more hazardous than are permitted by the Policy, provided, that in case Lessee shall fail to pay any premium due under the Policy, Lessor may, at its option, pay such premium.

\* When a blanket certificate will be issued to cover all current and future contracts with GE HFS, LLC, its successors and/or assigns, the certificate should show the following blanket language:

**"GE HFS, LLC, and its affiliates, holders of any beneficial interest, and their respective agents, successors and assigns (ISAOA), is listed as Loss Payee under a Loss Payee Endorsement with respect to Property Coverage and Additional Insured with respect to Liability Coverage for all equipment, goods, and other personal property of County of Contra Costa, California wherever located, financed or refinanced with GE HFS, LLC, and its affiliates, holders of any beneficial interest, and their respective agents, successors and assigns."**

By signing below Lessee hereby authorizes its agent to adjust its insurance coverage to comply with the above requirements and to forward a certificate of insurance evidencing such coverage to Lessor.

**Acknowledged and Agreed:**

**Authorized Signature:** X 

**Dated:** X 4-7-20

**CUSTOMER TO COMPLETE THE FOLLOWING:**

Cynthia L. Shehorn, CPPB  
Public Works Division  
Purchasing Department  
Contra Costa County

Cynthia L. Shehorn, CPPB  
Public Works Division  
Purchasing Department  
Contra Costa County

**Property Insurance**

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_ Limit \$ \_\_\_\_\_

Agency Name \_\_\_\_\_ Agent Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Deductible \_\_\_\_\_

**Liability Insurance (if different than Property Insurance)**

Insurance Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Effective Date \_\_\_\_\_ Expiration Date \_\_\_\_\_ Limit \$ \_\_\_\_\_

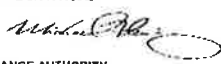
Agency Name \_\_\_\_\_ Agent Name \_\_\_\_\_

Agency Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

SEE ATTACHED INSURANCE Cert

C. Shehorn 4-7-20

CERTIFICATE NUMBER <b>PROP-2560</b>	<h2 style="margin: 0;">EVIDENCE OF PROPERTY COVERAGE</h2>	ISSUE DATE (MM/DD/YYYY) <b>04/08/2020</b>								
THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS EVIDENCE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND ADDITIONAL INTEREST.										
<b>CSAC Excess Insurance Authority (CSAC EIA)</b> C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C3686	COVERAGE AFFORDED BY: <b>A - CSAC Excess Insurance Authority</b>  COVERAGE AFFORDED BY: <b>B -</b>									
<b>MEMBER</b> CONTRA COSTA COUNTY ATTN: KAREN CAOILE, DIRECTOR OF RISK MANAGEMENT COUNTY ADMINISTRATION BUILDING 2530 ARNOLD DRIVE, SUITE 140 MARTINEZ, CA 94553	TOWER NUMBER 181	MEMORANDUM NUMBER <b>EIAPPR20-22</b>								
	EFFECTIVE DATE (MM/DD/YYYY) <b>03/31/2020</b>	EXPIRATION DATE (MM/DD/YYYY) <b>03/31/2021</b>								
	THIS REPLACES PRIOR EVIDENCE:									
<b>PROPERTY INFORMATION</b> LOCATION / DESCRIPTION AS RESPECTS LEASE AGREEMENT DATED 3/31/2020 BETWEEN CONTRA COSTA COUNTY AND GE HFS, LLC FOR ONE (1) GE REVOLUTION EVO GEN 2 EX MOBILE CT UNIT, ONE (1) KENTUCKY SEMI-TRAILER, ONE (1) CT TRAINING AND OTHER VARIOUS SOFT COSTS.  GE HFS, LLC, AND ITS AFFILIATES, HOLDER OF ANY BENEFICIAL INTEREST, AND THEIR RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS ARE NAMED AS LOSS PAYEE AS THEIR INTEREST MAY APPEAR.										
THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED ABOVE HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
<b>COVERAGE INFORMATION</b>										
COVERAGE / PERILS / FORMS  ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE, INCLUDING FLOOD.  EARTHQUAKE IS EXCLUDED. EARTHQUAKE LIMIT IS NOT APPLICABLE. REPAIR OR REPLACEMENT COST VALUATION SUBJECT TO MEMORANDUM OF COVERAGE PROVISIONS VEHICLE/BUSES ARE SUBJECT TO ACTUAL CASH VALUE OR REPLACEMENT COST PER SCHEDULE ON FILE WITH THE AUTHORITY <b>ALL LIMITS ARE SHARED.</b>	AMOUNT OF INSURANCE  <table style="width: 100%;"> <tr> <td style="width: 20%; text-align: right;">\$25,000,000</td> <td>PER OCC FOR ALL RISK AND ANN AGG FOR FLOOD</td> </tr> <tr> <td style="text-align: right;">\$25,000,000</td> <td>PER OCC/ANN AGG FOR EARTHQUAKE</td> </tr> </table>		\$25,000,000	PER OCC FOR ALL RISK AND ANN AGG FOR FLOOD	\$25,000,000	PER OCC/ANN AGG FOR EARTHQUAKE				
\$25,000,000	PER OCC FOR ALL RISK AND ANN AGG FOR FLOOD									
\$25,000,000	PER OCC/ANN AGG FOR EARTHQUAKE									
<b>REMARKS (INCLUDING SPECIAL CONDITIONS)</b> <b>DEDUCTIBLES:</b> ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE (EXCLUDING FLOOD AND EARTHQUAKE):      \$50,000      PER OCCURRENCE AS PER SCHEDULE ON FILE WITH THE AUTHORITY FLOOD:      \$50,000      EXCEPT FOR CRITICAL FLOOD (LOCATIONS IN FEMA FLOOD ZONE A OR V) DEDUCTIBLE IS \$100,000										
VEHICLES AND MOBILE EQUIPMENT IF COVERAGE IS SCHEDULED AND PURCHASED, DEDUCTIBLE APPLIES PER SCHEDULE ON FILE WITH THE AUTHORITY.										
<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.										
<b>ADDITIONAL INTEREST</b>										
NAME AND ADDRESS  GE HFS, LLC ATTN: LINDA JACOBSON 9900 INNOVATION DRIVE RP-2100 WAUWATOSA, WI 53226	NATURE OF INTEREST <table style="width: 100%;"> <tr> <td style="width: 30%;"><input type="checkbox"/></td> <td>MORTGAGEE</td> <td style="width: 30%;"></td> <td style="width: 40%;"></td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>LOSS PAYEE</td> <td><input type="checkbox"/></td> <td>(OTHER)</td> </tr> </table>		<input type="checkbox"/>	MORTGAGEE			<input checked="" type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	(OTHER)
<input type="checkbox"/>	MORTGAGEE									
<input checked="" type="checkbox"/>	LOSS PAYEE	<input type="checkbox"/>	(OTHER)							
	AUTHORIZED REPRESENTATIVE  CSAC EXCESS INSURANCE AUTHORITY									

**ENDORSEMENT NO. U-7**  
**CSAC EXCESS INSURANCE AUTHORITY (CSAC EIA)**  
**PROPERTY PROGRAM**

**LENDER'S LOSS PAYABLE ENDORSEMENT**

It is understood and agreed by the Authority that:

- 1 **Loss** or damage, if any, under this Memorandum, shall be paid to the payee named in this Memorandum, its successors and assigns, hereinafter referred to as the **lender**, in whatever form or capacity its interests may appear and whether said interest be vested in said **lender** in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said **lender**.
- 2 The coverage under this Memorandum, or any rider or endorsement attached thereto, as to the interest only of the **lender**, its successors and assigns, shall not be invalidated nor suspended:
  - A. By any error, omission, or change respecting the ownership, description, possession, or location of the subject of the coverage or the interest therein, or the title thereto;
  - B. By the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this Memorandum by virtue of any mortgage or trust deed; or
  - C. By any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this Memorandum, including any and all riders now or hereafter attached thereto, by the **covered party**, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a **loss**, which under the provisions of this Memorandum of coverage or of any rider or endorsement attached thereto would invalidate or suspend the coverage as to the **covered party**, excluding any acts or omissions of the **lender** while exercising active control and management of the property.
- 3 In the event of failure of the **covered party** to pay any premium or additional premium which shall be or become due under the terms of this Memorandum or on account of any change in occupancy or increase in hazard not permitted by this Memorandum, the Authority agrees to give written notice to the **lender** of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the **lender** hereunder that the **lender** when so notified in writing by this Authority of the failure of the **covered party** to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Authority's demand in writing therefore. If the **lender** shall decline to pay said premium or additional premium, the rights of the **lender** under this lender's **loss** payable endorsement shall not be terminated before ten (10) days after receipt of said written notice by the **lender**.
- 4 Whenever this Authority shall pay to the **lender**, any sum for **loss** or damage under this Memorandum and shall claim that as to the **covered party** no liability therefore exists, this Memorandum, at its option, may pay to the **lender** the whole principal sum and interest and other indebtedness due or to become due from the **covered party**, whether secured or unsecured, (with refund of all interest not accrued), and this Authority, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

- 5 If there be any other coverage upon the described property, the Authority shall be liable under this Memorandum as to the **lender** for the proportion of such **loss** or damage that the sum hereby covered bears to the entire coverage of similar character on said property under policies held by, payable to and expressly consented to by the **lender**. Any contribution clause included in any fallen building clause waiver or any extended coverage endorsement attached to this Memorandum is hereby nullified except contribution clauses for the compliance with which the **covered party** has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such contribution clause is made a part of the consideration for covering such other hazards. The **lender** upon the payment to it of the full amount of its claim, will subrogate this Authority (pro rata with all other insurers/coverage provides contributing to said payment) to all of the lender's rights of contribution under said other insurance of contribution under said other insurance.
- 6 Should legal title to and beneficial ownership of any of the property covered under this Memorandum become vested in the **lender** or its agents, coverage under this Memorandum shall continue for the term thereof for the benefit of the **lender** but, in such event, any privileges granted by this lender's **loss** payable endorsement which are not also granted the **covered party** under the terms and conditions of this Memorandum and/or under other riders or endorsements attached thereto shall not apply to the coverage. hereunder as respects such property.
- 7 All notices herein provided to be given by the Authority to the **lender** in connection with this Memorandum and this lender's **lender** payable endorsement shall be mailed to or delivered to the **lender** at its office or branch described on the first page of this Memorandum.

It is further agreed that nothing herein shall act to increase the Authority's **Limit of Liability**.

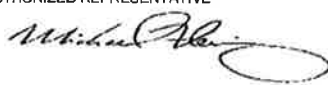
This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged

**Effective Date:**

**Memorandum No.:** EIAPPR20-22

**Issue Date:** March 27, 2020

  
Authorized Representative  
CSAC Excess Insurance Authority

GL2-803	AI	<b>CERTIFICATE OF COVERAGE</b>	04/08/2020		
<b>CSAC Excess Insurance Authority</b> <b>C/O ALLIANT INSURANCE SERVICES, INC.</b> <b>PO BOX 6450</b> <b>NEWPORT BEACH, CA 92658-6450</b>  PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
		IMPORTANT: If the certificate holder is an ADDITIONAL INSURED and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
		COVERAGE AFFORDED BY: <b>A - CSAC Excess Insurance Authority</b>			
		COVERAGE AFFORDED BY: <b>B - QBE Specialty Insurance Company</b>			
<b>Member:</b> CONTRA COSTA COUNTY ATTN: KAREN CAOILE, DIRECTOR OF RISK MANAGEMENT COUNTY ADMINISTRATION BUILDING 2530 ARNOLD DRIVE, SUITE 140 MARTINEZ, CA 94553		COVERAGE AFFORDED BY: <b>C</b>			
		COVERAGE AFFORDED BY: <b>D</b>			
		COVERAGE AFFORDED BY: <b>D</b>			
<b>Coverages</b> THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY #	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
<b>A</b>	<input checked="" type="checkbox"/> Excess General Liability	EIA 19 GL2-02	07/01/2019	07/01/2020	\$2,000,000
	<input checked="" type="checkbox"/> Excess General Liability Aggregate				\$2,000,000
<b>B</b>	<input checked="" type="checkbox"/> Excess General Liability	QCX01001-03	07/01/2019	07/01/2020	Difference between \$2,000,000 and Member's Self-Insured Retention of \$1,000,000 and/or applicable additional member and pooled layers of coverage  Completed Operations Aggregate Applies Program Aggregate Applies
<b>Description of Operations/Locations/Vehicles/Special Items:</b>  AS RESPECTS LEASE AGREEMENT DATED 3/31/2020 BETWEEN CONTRA COSTA COUNTY AND GE HFS, LLC FOR ONE (1) GE REVOLUTION EVO GEN 2 EX MOBILE CT UNIT, ONE (1) KENTUCKY SEMI-TRAILER, ONE (1) CT TRAINING AND OTHER VARIOUS SOFT COSTS.  GE HFS, LLC, AND ITS AFFILIATES, HOLDERS OF ANY BENEFICIAL INTEREST, AND THEIR RESPECTIVE AGENTS, SUCCESSORS AND ASSIGNS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY INsofar AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.					
<b>Certificate Holder</b>  GE HFS, LLC ATTN: LINDA JACOBSON 9900 INNOVATION DRIVE RP-2100 WAUWATOSA, WI 53226			<b>Cancellation</b>  SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.		
			AUTHORIZED REPRESENTATIVE   CSAC EXCESS INSURANCE AUTHORITY		

**ENDORSEMENT NO. U-1**  
**CSAC EXCESS INSURANCE AUTHORITY**  
**GENERAL LIABILITY 2**

**ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "**Covered Party, Covered Persons or Entities**" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY:**

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

**AS RESPECTS:**

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase the Authority's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date: \_\_\_\_\_

Memorandum No.: EIA 19 GL2-00

Issued to: ALL MEMBERS

Issue Date: August 23, 2019

  
\_\_\_\_\_  
Authorized Representative  
CSAC Excess Insurance Authority