

June 9, 2023

CITY OF FORT LAUDERDALE
528 NW 2nd St
Ft. Lauderdale, FL 33311

To Our Valued Customer:

This letter is in reference to Master Agreement 2201050777 and Purchase Schedules 01 and 02 by and between Flex Financial, a Division of Stryker Sales, LLC (Owner) and City of Ft. Lauderdale (Customer).

This letter is to amend on the agreement as follows:

1. The seventh sentence of Section 7 of the Agreement is hereby amended to read as follows:

"To the extent not prohibited by Florida Statute Section 768.28, Customer will reimburse and defend Owner, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by Owner, including any Assignee, relating to the Equipment and which relate to or arise out of Customer's act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment."

2. Section 8 of the Agreement is hereby amended to read as follows:

"8. UCC Waiver/Equipment Location. "CUSTOMER WAIVES ANY AND ALL RIGHTS AND REMEDIES GRANTED TO CUSTOMER BY SECTIONS 2A-508 THROUGH 2A-522 OF THE UNIFORM COMMERCIAL CODE ('UCC"). Customer shall provide Owner with at least 45 days' prior written notice of any change to Customer's principal place of business, organization or incorporation."

3. The third and fourth sentences of Section 2 of Schedules 01 and 02 to the Agreement that read as follows are hereby deleted:

"As security for all existing or hereafter arising liabilities and obligations of Customer to Owner under this Schedule, Customer hereby grants to Owner a first priority security interest in all of Customer's rights, title and interest in the Equipment, all replacements, additions, accessions, accessories and substitutions thereto or therefore and all proceeds and products thereof, including, without limitation, all proceeds of insurance. Upon timely payment of all amounts due hereunder (plus all applicable Taxes), Owner's security interest in the Equipment shall terminate and Customer shall be the owner of the Equipment, free and clear of any interest of Owner."

4. The third sentence of Section 3 of Schedule 01 and Schedule 02 to the Agreement is hereby modified in its entirety to read as follows:

"To the extent not prohibited by Florida Statute Section 768.28, Customer shall indemnify and hold Owner harmless from any such Taxes."

This will serve as **Amendment No. 02 to Master Agreement 2201050777 and Purchase Schedules 01 and 02**. All other terms and conditions of the Agreement will remain unaffected.

Customer signature	
Signature:	Date:
Print name:	
Title:	

