

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332



Date: March 12, 2025

RE: Reference no:2210230592

SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL CENTER
400 N Pepper Ave Central Receiving
Colton, California 92324-1819

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

Lease Agreement
Exhibit A - Detail of Equipment
State and Local Government Rider
Opinion of Counsel
Addendum

**Conditions of Approval: State and Local Government Rider, Customer PO, Opinion of Counsel, Federal ID

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	Accounts Payable address:	_____
Purchase order number:	_____	Contact name:	_____
Upfront Payment Check No: (if applicable)	_____	Email address:	<u>AccountsPayable@armc.sbcounty.gov</u>
Phone number:	_____		

ADMINISTRATIVE CONTACT

Administrative contact name:	<u>Deborah Forthun Kitchen</u>	Administrative contact name:	_____
Email address:	<u>forthunkd@armc.sbcounty.gov</u>	Email address:	_____
Phone number:	<u>(909) 580 - 2436</u>	Phone number:	_____

Please fax completed documents to (877) 204-1332.

If you have any questions regarding these documents, please email: StrykerFinancialSolutions@stryker.com.

The proposal evidenced by these documents is valid through the last business day of March, 2025

Sincerely,
Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Lease Agreement No. 2210230592

Owner :
Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Customer name and address ("Customer"): SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL CENTER 400 N Pepper Ave Central Receiving Colton, California 92324-1819	Equipment location: 400 N PEPPER AVE COLTON, California 92324-1819 Supplier: Stryker Sales, LLC, 5900 Optical Court, San Jose, CA 95138 Equipment description: (see attached Exhibit A which is a part of this Agreement.)
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Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 60 Equipment purchase option: Fair Market Value Option			
60	Monthly	\$64,111.34 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	Security deposit	First period payment	Other	Total payment enclosed
			\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00

1. Lease: Customer agrees to lease from Owner the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to Customer ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date Owner designates and thereafter until all fully paid. **Customer's obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, Customer will pay Owner a late charge of 5% for each Payment but only to the extent permitted by law. Owner may charge Customer a fee of \$55.00 for any check that is returned. Customer authorizes Owner to adjust the Payments at any time if taxes included in the Payments differ from Owner's estimate. Customer agrees that the Payments were calculated by Owner based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/> 180, under the USD Rates 1100 Series or any other generally recognized financial information service selected by Owner, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by Owner and in the event the Term of this Agreement starts more than 30 days after Owner sends this Agreement to Customer, Owner may adjust the Payments once to compensate Owner, in good faith, for any increase in such rate. Customer shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to Customer by the Supplier and, at Owner's request, Customer shall confirm for Owner such acceptance. No acceptance of any item of Equipment may be revoked by Customer.

2. Title and laws: Owner owns the Equipment and Customer has the right to use the Equipment during the Term, provided Customer complies with the terms of this Agreement. If this Agreement is deemed to be a security agreement, then as security for all existing or hereafter arising obligations of Customer under this Agreement and all other obligations of Customer to Owner, Customer grants Owner a first priority security interest in the Equipment and all proceeds therefrom, and authorizes Owner to file financing statements on Customer's behalf. Customer agrees not to permit any lien, claim or encumbrance to be placed upon the Equipment. Customer shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to Customer "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Customer must, at Customer's cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, Customer agrees that (i) no Assignee is responsible to provide the maintenance or service, (ii) Customer will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact Customer's Obligations. The Equipment cannot be moved from the location above without Owner's prior written consent. **STRYKER SALES, LLC (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to Customer regarding the Equipment and Owner hereby assigns all of Owner's rights in any Equipment warranties to Customer.**

4. Assignment: Customer agrees not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without Owner's prior written consent, which consent shall not be unreasonably withheld, and if Customer does, even with Owner's consent, Customer will still be fully responsible for all of Customer's Obligations. 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. Customer agrees that Owner may, without notice to Customer, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have Owner's Transferred rights, but none of Owner's obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that Customer may have against Owner or any supplier** even though an Assignee may continue to bill and collect all of Customer's Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC".

5. Risk of loss, insurance and indemnification: Effective upon delivery to Customer, Customer shall bear all risk of Equipment loss or damage. Customer shall promptly notify Owner in writing of any loss or damage to the Equipment. If any such loss or damage occurs, Customer still must satisfy all of its Obligations. Customer shall at all times maintain and provide Owner with certificates of insurance evidencing (i) third-party general liability insurance (covering death and personal injury and damage to third party property) with a minimum limit of \$1 million combined single limit per occurrence and (ii) property insurance covering the Equipment against fire, theft, and other loss, damage or casualty for the full replacement value of the Equipment in each case with insurers acceptable to Owner. Such policies shall list Owner and each Assignee as an additional insured and sole loss payee, as applicable, for such insurance. Such insurance policies shall require the insurer to provide Owner with at least 30 days' prior written notice of any material change in or cancellation of the insurance. In the event that Owner determines that the insurance is not in effect, Owner may (but shall not be required to) obtain such insurance and add an insurance fee (which may include a profit) to the amounts due from Customer under the Agreement. Upon any loss or damage to any Equipment, Customer shall continue to pay all Payments due under the Agreement for the remainder of its term and shall, at Owner's sole election, either repair such Equipment or replace it with comparable equipment satisfactory to Owner. Proceeds of insurance shall be paid to Owner with respect to any Equipment loss, damage, theft or other casualty and shall, at the election of Owner, be applied either to the repair of the Equipment by payment by Owner directly to the party completing the repairs, or to the reimbursement of Customer for the cost of such repairs; provided, however, that Owner shall have no obligation to make such payment or any part thereof until receipt of such evidence as Owner shall deem satisfactory that such repairs have been completed and further provided that Owner may apply such proceeds to the payment of any Payments or other sum due or to become due hereunder if at the time such proceeds are received by Owner there shall have occurred any Event of Default or any event which with lapse of time or notice, or both, would become an Event of Default. To the extent not expressly prohibited by applicable law, 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

Lease Agreement No. 2210230592

act or omission or the act or omission of Customer's agents or employees or others (excluding Owner) with access to the Equipment. All Taxes and indemnity obligations shall survive the termination, cancellation or expiration of this Agreement.

6. Taxes: (a) Reporting and Payment. If permitted by applicable law and except as noted below, Owner shall pay when and as due all sales, use, property, excise and other taxes, and all license and registration fees now or hereafter imposed by any governmental body or agency upon this Agreement or the ownership, use, possession, or sale of the Equipment, together with all interest and penalties for their late payment or non-payment ("Taxes"). Customer shall indemnify and hold Owner harmless from any such Taxes. Owner shall prepare and file all tax returns relating to Taxes for which Owner is responsible hereunder or which Owner is permitted to file under the laws of the applicable taxing jurisdiction. Customer will not list any of the Equipment for property tax purposes or report any property tax assessed against the Equipment. Upon receipt of any tax bill pertaining to the Equipment from the appropriate taxing authority, Owner will pay such tax and will invoice Customer for the expense. Upon receipt of such invoice, Customer will promptly reimburse Owner for such expense. Nothing in this Subsection shall be deemed to prohibit Customer from reporting, for informational purposes only and to the extent required under applicable law, that it uses the Equipment.

(b) Tax Ownership. The parties intend that this Agreement will not be a "conditional sale", and that Owner shall at all times and for all purposes be considered the owner of the Equipment (including for income taxes purposes), and that this Agreement will convey to Customer no right, title or interest in any of the Equipment except the right to use the Equipment as described in this Agreement. Customer will not take any actions or positions inconsistent with treating Owner as the owner of the Equipment on or with respect to any income tax return.

Should either the United States government (or agency thereof) or any state or local tax authority disallow, eliminate, reduce, recapture, or disqualify, in whole or in part, the Equipment tax benefits claimed under this Agreement by Owner as a result of any act or omission of Customer (collectively, "Tax Loss"), to the extent not prohibited by applicable law, Customer will indemnify Owner (on a net after tax basis) against all Tax Losses suffered, including the amount of any interest or penalties which might be assessed on Owner by the governmental authority(ies) with respect to such Tax Loss. All references to Owner in this Section include Owner and the consolidated taxpayer group of which Owner is a member. All of Owner's (including any Assignee's) rights, privileges and indemnities contained in this Section shall survive the expiration or other termination of this Agreement. The rights, privileges and indemnities contained herein are expressly made for the benefit of, and shall be enforceable by Owner (including any Assignee), or its respective successors and assigns.

7. Default and remedies: Customer will be in default under this Agreement (each an "Event of Default") if any of the following shall occur: a) Customer or any Guarantor of this Agreement ("Guarantor") fails to pay Owner any Payment or any other amount due under this Agreement within ten (10) days after it is due; or b) Customer or any such Guarantor breaches any other obligation under this Agreement; or (c) Customer or any such Guarantor makes any misrepresentation to Owner; or (d) Customer or any such Guarantor fails to pay any other material obligation owed to Owner, any of Owner's affiliates, or any other party; or (e) Customer or any such Guarantor shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets; or (f) there shall be filed by or against Customer or any such Guarantor a petition in bankruptcy; or (g) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change (including a copy of any such amendment) on or before the date such amendment becomes effective; or (h) Customer's legal existence in its state of incorporation or formation shall have lapsed or terminated; or (i) Customer shall dissolve, sell, transfer or otherwise dispose of all or substantially all of its assets, without Owner's prior written consent, which consent shall not be unreasonably withheld; or (j) without prior written consent of Owner, which consent shall not be unreasonably withheld, Customer merges or consolidates with any other entity and Customer is not the survivor of such merger or consolidation. Upon default, Owner may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue Customer for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by Owner; or (ii) 3% per annum, but only to the extent permitted by law; c) charge Customer interest on all monies due at the rate of 18% per year from the date of default until

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paid; and/or d) require Customer to immediately return the Equipment to Owner or Owner may peaceably repossess it. Upon default, Customer will also pay all expenses including but not limited to reasonable attorney's fees, legal costs, cost of storage and shipping incurred by Owner in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed Owner may sell or re-rent the Equipment at terms Owner determines, at one or more public or private sales, with or without notice to Customer, and apply the net proceeds (after deducting any related expenses) to Customer's obligations. Customer remains liable for any deficiency with any excess being retained by Owner.

8. End of term: Customer shall give Owner at least 90 days but not more than 180 days written notice (to Owner's address above) before the initial Term (or any renewal term) expiration of Customer's intention to purchase or return the Equipment, whereupon Customer may: a) purchase all, but not less than all, of the Equipment for its Fair Market Value (plus all applicable taxes), which amount shall be due and payable upon the expiration of the Term of this Agreement; or b) return all of the Equipment in good working condition and at Customer's expense, pack and insure all of the Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States. "Fair Market Value" shall be the amount determined by Owner as the fair market value of the Equipment on the basis of an arms-length sale between an informed and willing buyer who is currently in possession of the Equipment and a willing Seller under no compulsion to sell. If Customer doesn't notify Owner timely, or if Customer doesn't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to Customer, such title shall automatically, and without further action, hereby vest in Owner, and Customer hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with Owner's Software rights, licensor's consent is required, Customer will assist Owner in obtaining such consent. Any purchase of the Equipment by Customer shall be "AS IS, WHERE IS" without representation or warranty of any kind from Owner. All Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance.

9. Severability; Paragraph Headings. Any provision in this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction. Paragraph headings are for convenience only, are not part of the Agreement and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

10. Notices. All notices required or provided for in this Agreement, shall be in writing and shall be addressed to Customer or Owner, as the case may be, at its address set forth above or such other address as such party may later designate in writing to the other party. Such notice shall be considered delivered and effective: (a) upon receipt, if delivered by hand or overnight courier, or (b) three (3) days after deposit with the U.S. Postal Service, if sent certified mail, return receipt requested with postage prepaid. No other means of delivery of notices shall be permitted.

11. Representations and Warranties. Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement: (i) Customer is a partnership, corporation, limited liability company or other legal entity, and the execution and delivery of this Agreement and the performance of Customer's obligations hereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement is true and correct; and (iv) this Agreement constitutes legal, valid and binding obligations of Customer, enforceable against Customer in accordance with its terms.

12. Miscellaneous: Customer acknowledges Owner has given Customer the Equipment supplier's name. Owner hereby notifies Customer that Customer may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan without regard to its principles of conflict of laws or choice of law. Customer agrees (i) to waive any and all rights and remedies granted to Customer under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. The parties do not intend to exceed any applicable usury laws. If for any reason this Agreement is held to constitute a loan of money, any amounts payable under this Agreement in excess of the applicable highest lawful rate of interest shall be deemed a prepayment of any principal amount due under this Agreement and, if such principal is paid in full, such excess amounts shall be immediately refunded to Customer. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart and/or in Owner's possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing Owner's original signature. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. Owner may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If Customer fails to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by Owner to Customer, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and Customer authorizes Owner to adjust such Payments accordingly. If Customer is required to report the components of Customer's payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon Customer's written request, provide Customer with a detailed outline of the components of Customer's payments which may include equipment, software, service and other related components. Customer agrees that this Schedule is intended to be a "finance lease" as defined in §2A-103(1)(g) of the Uniform Commercial Code Customer acknowledges that Customer has not received any tax or accounting advice from Owner. Customer agrees that Customer shall upon request from Owner, promptly provide to Owner a copy of Customer's most recent annual financial statements and any of Customer's other financial information (including interim financial statements) that Owner may request. Customer authorizes Owner to share such information with Owner's affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. Customer waives all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. CUSTOMER AGREES THAT THIS IS A NON-CANCELLABLE AGREEMENT. CUSTOMER AND OWNER HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR THE EQUIPMENT.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

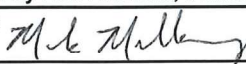
Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 5/28/25
Print name: MARK MOLENKAMP	
Title: DIRECTOR, SALES OPS	

Exhibit A to Lease Agreement Number 2210230592

Description of equipment

Customer name: SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL CENTER

Delivery Location: 400 N PEPPER AVE, COLTON, California , 92324-1819

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
240-099-155	Connected OR Cart 120 V-standard	2
240200222	CONNECTED OR HUB BASE WITH DEVICE CONTROL KIT-standard	2
233050400	FG SAFELIGHT FIBER OPTIC CABLE WITH ADVANCED IMAGING MODALITY 5 MM-standard	50
0240099110K	FLAT PANEL ROLL STAND KIT-standard	2
0502-720-000	O-Adapter Speed-Lock Cystoscopes-standard	4
1788610122	PKG 1788 4K CAMERA HEAD WITH INTEGRATED COUPLER-standard	44
1788710105	PKG 1788 4K INLINE CAMERA HEAD C-MOUNT-standard	4
1788310131	PKG 1788 4K PENDULUM UROLOGY CAMERA HEAD WITH INTEGRATED COUPLER-standard	4
1788010000	PKG 1788 Camera Control Unit CCU-standard	11
0502-880-218	PKG 17FR CYSTO OBTURATOR-standard	4
0502-880-217	PKG 17FR CYSTO SHEATH-standard	4
0502-880-219	PKG 19 FR. CYSTOSCOPE SHEATH-standard	2
0502-880-220	PKG 19FR. CYSTO STANDARD OBTURATOR-standard	2
0502-880-221	PKG 21 FR. CYSTO SHEATH-standard	2
0502-880-222	PKG 21 FR. OBTURATOR-standard	2
0502-880-224	PKG 23FR. CYSTO STANDARD OBTURATOR-standard	4
0502-880-223	PKG 23FR. CYSTOSCOPE SHEATH-standard	4
0502-880-003	PKG 26FR. TIMBERLAKE OBTURATOR-standard	2
240031300	Pkg 32IN 4K OLED Surgical Display-standard	23
0502-880-602	PKG ELLIK ADAPTER INNER SHEATH-standard	2
0502-880-603	PKG ELLIK ADAPTER OUTER SHEATH-standard	2
0502-880-426	PKG INNER/OUTER SHEATH-standard	2
220240300	PKG L12 LED LIGHT SOURCE WITH AIM-standard	11
0502-880-650	PKG REUSABLE STOPCOCK-standard	2
233050087	PKG SAFELIGHT HENKE DYONICS STORZ SCOPE ADAPTER-standard	100
0502-880-201	PKG SINGLE HORN BRIDGE-standard	2
240031075	Pkg SYNK 4K Wireless Receiver-standard	12
240031065	Pkg SYNK 4K Wireless Transmitter-standard	12
233032881	PKG UROLOGY GYNECOLOGY TRAY 2 TIER-standard	2
0502-880-401	PKG WORKING ELEMENT PASSIVE-standard	2
747031510	PKG. PENCIL OBTURATOR 5.8MM PUMP CANNULA-standard	5
747031550	PKG. PUMP CANNULA5.8MM W 2 ROTATING STOPCOCKS-standard	5
620050001	PNEUMOCLEAR CO2 CONDITIONING INSUFFLATOR KIT BOTTLE GAS-standard	11
0502-444-030	PRECISION IE 4K EYPC ASC ATCL4X30°140SLK-standard	5

0502-444-070	PRECISION IE 4K EYPC ASC ATCL4X70°140SLK-standard	2
240300100	SDC4K INFORMATION MANAGEMENT SYSTEM-standard	1
240080230	SDP1000-standard	2
0502-720-030	SPY Cystoscope Hysteroscope Autoclavable 4mm 30 DEG SPEEDLOCK-standard	4
0502-720-070	SPY Cystoscope Hysteroscope Autoclavable 4mm 70 DEG SPEEDLOCK-standard	4
0502-938-010	SPY LAPAROSCOPE AUTOCLAVABLE DIA 10mm 0 DEG 33cm-standard	10
0502-938-030	SPY LAPAROSCOPE AUTOCLAVABLE DIA 10mm 30 DEG 33cm-standard	10
0502-538-010	SPY LAPAROSCOPE AUTOCLAVABLE DIA 5.4mm 0 DEG 30cm-standard	15
0502-538-030	SPY LAPAROSCOPE AUTOCLAVABLE DIA 5.4mm 30 DEG 30cm-standard	5
HH9030K	SPY-PHI Handheld Imager US Kit-standard	1
PC9200	SPY-QP Fluorescence Assessment Software North America-standard	1
PC9001K	Video Processor Illuminator VPI US Kit-standard	1

Total equipment: \$3,334,629.08

Trade-up/buyout:

Part number	Trade-up/buyout description	Quantity
9999-999-999	Partial Trade Up of Agreement 110077992	1
240200100	PKG,CONNECTED OR HUB BASE SYSTEM	8
240099155	CONNECTED OR CART,120 V	2
233050087	PKG,SAFELIGHT HENKE/DYONICS/STORZ SCOPE ADAPTER	18
240200100	PKG,CONNECTED OR HUB BASE SYSTEM	1
240080230	SDP1000	1
240099155	Connected OR Cart,120 V	1
HH9030K	SPY-PHI Handheld Imager,US Kit	1
PC9200	SPY-QP Fluorescence Assessment Software,North America	1
PC9001K	Video Processor/Illuminator (VPI),US Kit	1
502538030	SPY LAPAROSCOPE,AUTOCLAVABLE DIA 5.4mm 30 DEG30cm	5

Total trade-up/buyout: \$314,234.01

Total Amount: \$3,648,863.09

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Opinion of Counsel Letter

March 12, 2025

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002

Gentlemen/Ladies:

Reference is made to Lease Agreement NO. 2210230592 (collectively, the "Agreement") between Flex Financial a division of Stryker Sales, LLC, and SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL CENTER (herein called "Customer") for the use of certain equipment, goods and/or services as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein.

The undersigned is Counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such I am able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of California and is authorized by the Constitution and laws of the State of California to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority and the Customer complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.
4. The Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to the State and Local Government Customer Rider (if there is such a Rider attached to the Agreement) for the nonappropriation of funds to pay the Agreement payments for any fiscal period during the term of the Agreement.

Very truly yours,

Signature	
Signature:	Date:
Print Name:	
Title:	

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Lease Agreement No. 2210230592 (the "Agreement")** between **Flex Financial**, a division of Stryker Sales, LLC ("Owner") and **SAN BERNARDINO COUNTY** on behalf of **ARROWHEAD REGIONAL MEDICAL CENTER ("Customer")** to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "Non-Appropriation Event"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("Termination Date") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 5/28/25
Print name: MARK MOLENKAMP	
Title: DIRECTOR, SALES OPS	

ADDENDUM TO LEASE AGREEMENT NO. 2210230592 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND SAN BERNARDINO COUNTY on behalf of ARROWHEAD REGIONAL MEDICAL CENTER

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

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

"If a Payment is not made when due, you will pay us a late charge of 2% for each Payment or \$10.00, whichever is greater."

2. The third sentence of Section 4 of the Agreement is hereby amended to read as follows:

Provided such Assignee is not debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, Customer agrees that Owner may, without notice to Customer, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have Owner's Transferred rights, but none of Owner's obligations, and such rights will not be subject to any claims, recoupment, defenses, or setoffs that Customer may have against Owner or any supplier even though an Assignee may continue to bill and collect all of Customer's Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC".

3. The second to last sentence of Section 5 of the Agreement is hereby amended to read as follows:

Customer shall not be required to indemnify or hold Owner or Assignee harmless against liabilities arising from this Agreement. However, as between Customer and Owner or Assignee, and to the extent permitted by law and legally available funds, Customer are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Customer shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Customer have surrendered possession of the Equipment in accordance with the terms of this Agreement to Owner or that arise directly from our gross negligence or willful misconduct.

4. The following language is hereby added to the end of Section 5 of the Agreement:

"Notwithstanding anything to the contrary herein, you shall be entitled to self-insure with respect to your insurance obligations hereunder so long as such self insurance is maintained in a manner and fashion typical of institutions of your size and nature, including suitable re-insurance structures and so long as (i) no event of default has occurred and remains outstanding and (ii) you promptly deliver certifications or other reasonable proof of self insured amounts and reinsurance upon our request, including without limitation, financial statements related thereto."

5. The following language is hereby added to the end of Section 6 of the Agreement:

"Notwithstanding anything herein to the contrary, to the extent that you maintain a tax exempt status and such status exempts us and/or Equipment described therein from otherwise applicable property, sales and/or use taxes, and you provide us with proof of the same reasonably satisfactory to us, then we shall not charge you for such property, sales and/or use taxes regarding us and/or Equipment. You acknowledge and agree that: (i) even though you are exempt from certain taxes, such status may not exempt us and/or Equipment from applicable property, sales and/or use taxes and you will be liable to pay or reimburse us for all such applicable taxes, as billed; and (ii) if you disagree with any determination by us that a tax exemption is not available for a certain tax, you shall pay or reimburse us for such tax, as billed, until such time as you obtain a ruling or other written determination from the appropriate state or local agency (in a form reasonably satisfactory to us) stating that the tax exemption is available for such tax."

6. The first sentence of Section 7 of the Agreement is hereby amended in its entirety to read as follows:

Customer will be in default under this Agreement (each an "Event of Default") if any of the following shall occur: a) Customer or any Guarantor of this Agreement ("Guarantor") fails to pay Owner any Payment or any other amount due under this Agreement within ten (10) days after it is due; or b) Customer or any such Guarantor breaches any other obligation under this Agreement; or (c) Customer or any such Guarantor makes any misrepresentation to Owner; or (d) Customer shall consent to the appointment of a receiver, trustee or liquidator of itself or a substantial part of its assets; or (e) there shall be filed by or against Customer a petition in bankruptcy; or (f) Customer's articles of incorporation or other formation documents shall be amended to change Customer's name and Customer fails to give Owner written notice of such change within a reasonable period of time after such amendment becomes effective.

7. The first sentence of Section 1 of the State and Local Government Customer Rider to the Agreement is hereby amended to read as follows:

Customer represents and warrants to Owner, that effective on the date on which Customer executes this Agreement: (i) Customer is a political subdivision organized and existing under the laws and constitution of the State of California, and the execution and delivery of this Agreement and the performance of Customer's obligations hereunder have been duly authorized by all necessary action on the part of the Customer; (ii) the person signing this Agreement on behalf of Customer is duly authorized; (iii) all information provided by Customer to Owner in connection with this Agreement is true and correct; and (iv) this Agreement constitutes legal, valid and binding obligations of Customer, enforceable against Customer in accordance with its terms. Customer represents and warrants to Owner that the Equipment will be used during the Term of the Agreement only by Customer and only to perform a governmental or proprietary function by Customer within the scope of its authority and, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, the Equipment is essential to the immediate performance of such function.

8. The third sentence of Section 9 of the Agreement is hereby amended to read as follows:

This Agreement shall be governed and construed in accordance with the laws of California.

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature: <i>Mark Molenkamp</i>	Date: 5/28/25
Print name:		Print name: MARK MOLENKAMP	
Title:		Title: DIRECTOR, SALES OPS	