

## Amendment No. 003 to Short Form Lease Agreement No.0110077992

**Owner:** Flax Financial,a division of Stryker Sales, LLC

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

**Address:** 1901 Romence Road Parkway  
Portage, MI 49001

**Address:** 400 N Pepper AveCentral Receiving  
Colton, California 92324-1819

Check if applicable:

|   |                                   |   |
|---|-----------------------------------|---|
| <u>          X          </u>            | <b>Restated equipment:</b>        | <b>See Part I on attached Exhibit A</b>                                     |
| <u>                                </u> | <b>Restated service coverage:</b> | <b>See Part II on attached Exhibit A</b>                                    |
| <u>                                </u> | <b>Additional term in months:</b> |   |
| <u>          X          </u>            | <b>New payment amount:</b>        | <b>15 Monthly Payments of \$35,387.03 (Plus applicable sales/use taxes)</b> |

**Amendment Effective Date: Signature Date**

**Amendment proposal valid through last business day of March 2024**

Owner and Customer desire to amend the agreement described above (the "Agreement"), as follows:

1. **Restated equipment:** If checked above, the equipment described in Part I on Exhibit A is hereby restated as the "Equipment" subject to the terms and conditions of the Agreement, which if adding Equipment such added Equipment shall be shipped to Customer within a reasonable time after this Amendment is signed by Customer and returned to Owner.
2. **Restated service coverage:** If checked above, the service described in Part II-Service Coverage in the attached Exhibit A shall supersede and replace Part I-Service Coverage set forth in the original Exhibit A to the Agreement, effective as of the Amendment Effective Date.
3. **Additional term in months:** If checked above, the term of the Agreement is extended for the number of additional months described above and payments (as modified herein) shall continue to be due during such extension. If not checked above, the term of the Agreement will not be extended and the payments (as modified herein) shall be due during the remainder of the Term.
4. **New payment amount:** If checked above, commencing on the first date a payment is due under the Agreement subsequent to the Amendment Effective Date, the payments due under the Agreement shall be the New Payment Amount.
5. **New payment amount adjustment:** The New Payment Amount was calculated by Owner based, in part, on a rate reported quoted on Bloomberg under the SOFR Swap Rate 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 if the SOFR Swap Rate is no longer provided by Bloomberg, such rate shall be determined in good faith by Owner from such sources as Owner shall determine to be comparable to Bloomberg [or any successor]) and in the event the Amendment Effective Date starts more than 30 days after Owner sends this Amendment to Customer, Owner may adjust the New Payment Amount once to compensate it, in good faith, for any increase in such rate, "SOFR" with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website as quoted by Bloomberg.
6. **Insurance:** Customer agrees to provide proof of insurance with respect to any added Equipment in accordance with the terms of the Agreement.
7. **Miscellaneous:** All capitalized terms used but not defined in this Amendment will have the meanings given to them in the Agreement. The terms of this Amendment shall be effective for all purposes as of the Amendment Effective Date. Except to the extent modified by this Amendment, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect. All terms and conditions of the Agreement are incorporated herein by reference thereto. Notwithstanding any other provision of this Amendment, this Amendment may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing or manual signing of this Amendment by Customer and when manually countersigned by Owner or attached to Owner's original signature counterpart shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof; provided, however, that if this Amendment constitutes "electronic chattel paper" or "an electronic record evidencing chattel paper" under the UCC and both Owner and Customer have signed electronically, the version identified by Owner as the "single authoritative copy" is the chattel paper for purposes of perfection by control.
8. **Campaign Contribution Disclosures (SB 1439).** Owner has disclosed to Customer using Attachment 1 - Campaign Contribution Disclosure Senate Bill 1439, attached hereto, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Amendment was approved by the Board of Supervisors. Owner acknowledges that under Government Code section 84308, Owner is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Amendment.

In the event of a further amendment to the Agreement, Owner will provide Customer a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the County Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Owner or by a parent, subsidiary or otherwise related business entity of Owner.

| Customer signature |       |
|--------------------|-------|
| Signature:         | Date: |
| Print name:        |       |
| Title:             |       |

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

# Exhibit A to Amendment No.003 to Short Form Agreement No.0110077992

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

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

## Part I - Equipment

### Current equipment

| Model no.    | Description   | Qty |
|--------------|---|-----|
| 1688010000   | PKG,1688 CAMERA CONTROL UNIT (CCU)                          | 8   |
| 1688610122   | PKG,1688 AIM 4K CAMERA HEAD WITH INTEGRATED COUPLER         | 18  |
| 0240200100   | PKG,CONNECTED OR HUB BASE SYSTEM                            | 8   |
| 0220230300   | PKG,L11 LED LIGHT SOURCE WITH AIM                           | 8   |
| 0240099155   | CONNECTED OR CART,120 V                                     | 2   |
| 0233050087   | PKG, SAFELIGHT HENKE/DYONICS/STORZ SCOPE ADAPTER            | 18  |
| 0233050300   | PKG, AIM SAFELIGHT? FIBER OPTIC CABLE, 5.0MM X 10FT / 3.05M | 18  |
| 0240-031-050 | 32" 4K SURGICAL DISPLAY                                     | 5   |
| 0240200100   | PKG, CONNECTED OR HUB BASE SYSTEM                           | 1   |
| 0620040610   | PKG; PNEUMO SURE XL HIGH FLOW INSUFFLATOR                   | 1   |
| 1688010000   | PKG, 1688 Camera Control Unit (CCU)                         | 1   |
| 0220230300   | PKG, L11 LED Light Source with AIM                          | 1   |
| 0240080230   | SDP1000   | 1   |
| 0240099155   | Connected OR Cart, 120 V                                    | 1   |

Total current equipment:\$1,003,644.51

### Restated equipment

| Model no.    | Description   | Qty |
|--------------|---|-----|
| 1688010000   | PKG,1688 CAMERA CONTROL UNIT (CCU)                          | 8   |
| 1688610122   | PKG,1688 AIM 4K CAMERA HEAD WITH INTEGRATED COUPLER         | 18  |
| 0240200100   | PKG,CONNECTED OR HUB BASE SYSTEM                            | 8   |
| 0220230300   | PKG,L11 LED LIGHT SOURCE WITH AIM                           | 8   |
| 0240099155   | CONNECTED OR CART,120 V                                     | 2   |
| 0233050087   | PKG, SAFELIGHT HENKE/DYONICS/STORZ SCOPE ADAPTER            | 18  |
| 0233050300   | PKG, AIM SAFELIGHT? FIBER OPTIC CABLE, 5.0MM X 10FT / 3.05M | 18  |
| 0240-031-050 | 32" 4K SURGICAL DISPLAY                                     | 5   |
| 0240200100   | PKG, CONNECTED OR HUB BASE SYSTEM                           | 1   |
| 0620040610   | PKG; PNEUMO SURE XL HIGH FLOW INSUFFLATOR                   | 1   |
| 1688010000   | PKG, 1688 Camera Control Unit (CCU)                         | 1   |
| 0220230300   | PKG, L11 LED Light Source with AIM                          | 1   |
| 0240080230   | SDP1000   | 1   |
| 0240099155   | Connected OR Cart, 120 V                                    | 1   |
| HH9030K      | SPY-PHI Handheld Imager. US Kit                             | 1   |
| PC9001K      | Video Processor/Illuminator (VPI), US Kit                   | 1   |
| PC9200       | SPY-QP Fluorescence Assessment Software, North America      | 1   |
| 0502538030   | SPY LAPAROSCOPE, AUTOCLAVABLE, DIA 5.4mm 30 DEG, 30cm       | 5   |

Additional new equipment:\$244,196.08

Total restated equipment:\$1,247,840.59

DEFINITIONS

**Actively supporting the matter:** (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

**Agent:** A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

**Otherwise related entity:** An otherwise related entity is any for-profit organization/company which does not have a parent-subsidiary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

**Parent-Subsidiary Relationship:** A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Attachment refer to Owner. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Stryker Sales, LLC
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?  
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5  
No ☒
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: \_\_\_\_\_
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):\_Sole member is Stryker Sales Corporation, a publicly traded corporation\_\_\_\_\_

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name      Relationship

6. Name of agent(s) of Contractor:

Company Name      Agent(s)      Date Agent Retained  
(if less than 12 months prior)

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name      Subcontractor(s):      Principal and/or Agent(s):

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name

Individual(s) Name

9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in

Question Nos. 1-8?

No ☐x If no, please skip Question No. 10.

Yes ☐ If yes, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer:

Name of Contributor:

Date(s) of Contribution(s):

Amount(s):

Please add an additional sheet(s) to identify additional Board Members/County elected officer to whom anyone listed made campaign contributions.

By signing the Amendment, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Amendment is being considered and for 12 months after a final decision by the County.