

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



Date: June 8, 2020

RE: Reference no: 0110077992

COUNTY OF SAN BERNARDINO 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.

**Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Addendum**

****Conditions of Approval: ***These documents are contingent upon the remaining balance of the existing Agreement(s) being paid in full*** Insurance Authorization and Verification, State and Local Government Rider**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	_____	AP address:	_____
Purchase order number:	_____	Contact name:	_____
Phone number:	_____	Email address:	_____

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of June, 2020

Sincerely,

Flex Financial, a division of Stryker Sales Corporation

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 Corporation is 38-2902424.

Short Form Lease Agreement No. 0110077992

Owner ("we" or "us") :

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

Customer name and address ("You" and "Your"): COUNTY OF SAN BERNARDINO 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 Corporation, 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 Equipment purchase option shall be FMV unless another option is stated above.			
60	Monthly	\$16,397.07 (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: You ("Customer") agree to lease from us ("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 you ("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 we designate and thereafter until all fully paid. **Your 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, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us 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, 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 us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You 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 you **"AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you 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 your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES CORPORATION (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION, ITS DIVISION) 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 you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights will **not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales Corporation".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you 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 Agreement #0110077992

Short Form Lease Agreement No. 0110077992

us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us 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 we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don'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 you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you 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. You agree (i) to waive any and all rights and remedies granted to you 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. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our 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 our original signature. You agree 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. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail 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 us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your 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 Corporation will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our 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 Corporation 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. You waive 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. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

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 Corporation	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Lease Agreement Number 0110077992
Description of equipment

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

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

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
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

Total equipment: \$873,703.84

Trade-up/buyout:

Part number	Trade-up/buyout description	Quantity
9999999999-adhoc	Partial Trade Up of Agreement 1-11489 Schedule 001	1
0240080230	SDP1000	6
0240080230	SDP1000	2
502990070	PKG CYSTOSCOPE 4MM 70 DEG AUTOCLAVABLE	2
240031010	PKG SYNK WIRELESS TRANSMITTER	2
0620040654	PNEUMO SURE XL KIT FOR BOTTLE GAS CONNECTION	6
0240031000	PKG, VISIONPRO SYNK 26" WIRELESS LED DISPLAY	12
0240031010	PKG, SYNK WIRELESS TRANSMITTER	6
0240099110K	FLAT PANEL ROLL STAND KIT	4
0620040654	PNEUMO SURE XL KIT FOR BOTTLE GAS CONNECTION	2
0240031000	PKG, VISIONPRO SYNK 26" WIRELESS LED DISPLAY	2
0502304030	PKG, PRECISION HD 30 DEG., 4.0MM X 165MM, C-MOUNT, SPEEDLOCK, A/C	5
0502304070	PKG, PRECISION HD 70 DEG., ARTHROSCOPE, 4.0MM X 165MM, C-MOUNT, SPEEDLOCK, A/C	2
0502577550	PKG, CANNULA, 5.8MM W/2 ROTATING STOPCOCK	5
0502577515	PKG, PENCIL OBTURATOR	5
0272100200	STRYKER DYONICS ADAPTOR BRIDGE, TWO ROTATING STOPCOCKS	5
0272100000	PKG, STRYKER DYONICS FLUID SEAL ADAPTOR	15
0502503010	PRECISION Ideal Eyes 5.5MM 0°, HD AUTOCLAVABLE LAPAROSCOPE 30CM	10
0502503030	PRECISION Ideal Eyes 5.5MM 30°, HD AUTOCLAVABLE LAPAROSCOPE 30CM	10
0502103010	PRECISION Ideal Eyes 10MM 0°, HD AUTOCLAVABLE LAPAROSCOPE 33CM	10
0502103030	PRECISION Ideal Eyes 10MM 30°, HD AUTOCLAVABLE LAPAROSCOPE 33CM	10
0502729000	PKG, HYSTEROSCOPE, 2.9MM 0DEG	2
0502729012	PKG, HYSTEROSCOPE, 2.9MM 12DEG	2
0502729030	PKG, HYSTEROSCOPE, 2.9MM 30DEG	2
0502729061	PKG, SHEATH, 2.9MM OPERATIVE INNER	2

Agreement #: 0110077992

0502729062	PKG, SHEATH, 2.9MM OPERATIVE OUTER	2
0502555500	PKG, GRASPER 5 FR SEMI FLX DBL	2
0502555400	PKG, BIOPSY CUP 5FR SEMI FLEX	2
0502555300	PKG, SCISSORS, 5FR SEMI FLEX	2
0502880650	PKG, REUSABLE STOPCOCK	2
0233032881	PKG, UROLOGY/GYNECOLOGY TRAY, 2 TIER	2
0502990030	PKG, CYSTOSCOPE, 4MM 30 DEG AUTOCLAVABLE	2
0502990012	PKG, CYSTOSCOPE, 4MM 12 DEG AUTOCLAVABLE	2
0502880219	PKG, 19 FR. CYSTOSCOPE SHEATH	2
0502880220	PKG, 19FR. CYSTO STANDARD OBTURATOR	2
0502880221	PKG, 21 FR. CYSTO SHEATH	2
0502880222	PKG, 21 FR. OBTURATOR	2
0502880201	PKG, SINGLE HORN BRIDGE	2
0502880202	PKG, DOUBLE HORN BRIDGE	2
0502880650	PKG, REUSABLE STOPCOCK	2
0502880603	PKG, ELLIK ADAPTER, OUTER SHEATH	2
0502880603	PKG, ELLIK ADAPTER, OUTER SHEATH	2
0502880426	PKG, INNER/OUTER SHEATH	2
0502880003	PKG, 26FR. TIMBERLAKE OBTURATOR	2
0502880401	PKG, WORKING ELEMENT, PASSIVE	2
0233032881	PKG, UROLOGY/GYNECOLOGY TRAY, 2 TIER	2

Total trade-up/buyout: **\$103,815.97**

Total Amount: **\$977,519.81**

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales Corp.	
Signature:	Date: 6/8/2020
Print name: Devon Ivy	
Title: Controller	

Insurance Authorization and Verification



Date: June 8, 2020

Short Form Lease Agreement Number 0110077992

To: COUNTY OF SAN BERNARDINO on behalf of ARROWHEAD REGIONAL MEDICAL CENTER ("Customer")
400 N PEPPER AVE
COLTON, California 92324-1819

From: Flex Financial, a division of Stryker Sales Corporation ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Customer must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$977,519.81 with deductibles no more than \$10,000.00.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency: _____
Agent name: _____
Address: _____
Phone/fax: _____
Email address: _____

COUNTY OF SAN BERNARDINO on behalf of ARROWHEAD REGIONAL MEDICAL CENTER	
Signature: _____	Date: _____
Print name: _____	
Title: _____	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332. This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature: _____	Date: _____
Print name: _____	
Title: _____	
Carrier name: _____	
Carrier policy number : _____	
Policy expiration date: _____	

Insurable value: \$977,519.81

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 0110077992

See Exhibit A to Short Form Lease Agreement Number 0110077992

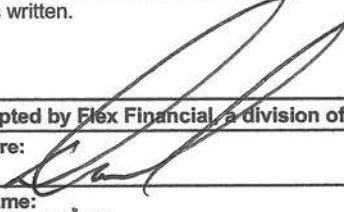
TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

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 Short Form Lease Agreement Number 0110077992 (the "Agreement") between **Flex Financial**, a division of Stryker Sales Corporation ("Owner") and COUNTY OF SAN BERNARDINO 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 Corp.	
Signature: 	Date: 4/8/2020
Print name: Devon Ivy	
Title: Controller	

ADDENDUM TO SHORT FORM LEASE AGREEMENT NO. 0110077992 AND STATE AND LOCAL GOVERNMENT CUSTOMER RIDER BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES CORPORATION AND COUNTY OF SAN BERNARDINO 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, which reads as follows is hereby deleted in its entirety:

If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater.

2. The second to the last sentence of Section 1 of the Agreement, is deleted in its entirety and replaced with the following:

You shall be deemed to have accepted the Equipment for lease hereunder upon the date that you confirm for us in writing such acceptance.

3. The eighth sentence of Section 1 of the Agreement, which reads as follows, is hereby deleted in its entirety:

You agree that the Payments were calculated by us 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, 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 us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate.

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

Notwithstanding any Transfer of this Agreement to an Assignee, we shall retain all of our obligations under this Agreement.

5. The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and replaced with the following:

Effective upon acceptance by you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage, *except for any reasonable wear and tear*.

6. 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 liability 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. In the event that you self-insure for the required limits of your insurance obligations, you do not have to name us as an additional insured.

7. The first sentence of Section 7 of the Agreement is deleted in its entirety and replaced with the following:

You are in default under this Agreement if: a) you fail to pay a Payment or any other amount *within ten days after the due date*; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you 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 us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 1.0% per month from the date of default until paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it.

8. The second to the last sentence of Section 8 is deleted and hereby replaced with the following:

If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable sales tax as buyer).

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

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

10. The eighth sentence of Section 9 of the Agreement is hereby amended in its entirety to read as follows:

Upon reasonable notice, and at a time mutually agreeable to the parties, we may inspect the Equipment during the Term.

11. The following phrase in the tenth sentence of Section 9 of the Agreement is hereby deleted:

"(plus interest or additional charges thereon)"

12. The third to the last sentence of Section 9 is hereby amended as follows:

The parties mutually waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement.

13. The following phrase in the last sentence of Section 9 is hereby deleted:

"AND WAIVE TRIAL BY JURY."

14. The following language is hereby added to the end of Section 9 of the Agreement:

The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, County of San Bernardino, San Bernardino District.

15. Section 10 is added to the Agreement with the following language:

Debarment and Suspension. We certify that neither we nor our principals or subcontractors are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). We further certify that if we or any of our subcontractors are business entities that must be registered with the California Secretary of State, we or they, as applicable, are registered and in good standing with the Secretary of State.

16. Section 11 is added to the Agreement with the following language:

Employment Discrimination. During the term of the Agreement, we shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. We shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

17. Section 12 is added to the Agreement with the following language:

Improper Influence/Consideration. We shall make all reasonable efforts to ensure that no officer or employee of yours, whose position in the County of San Bernardino enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Agreement or shall have any relationship to us or a any officer or employee of ours. We shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County of San Bernardino in an attempt to secure favorable treatment regarding this Agreement.

We shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from us. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office.

18. Section 13 is added to the Agreement with the following language:

Records. You shall maintain all records and books pertaining to the lease and delivery of Equipment under this Agreement and demonstrate accountability for contract performance. All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of this Agreement. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

19. The last sentence of Section 1 of the State and Local Government Customer ("SLGC") Rider is hereby amended as follows:

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 *documentation establishing the authorization* for appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.

20. Section 2 of the SLGC Rider is hereby deleted in its entirety and replaced with the following:

To the extent permitted by applicable law, during the term off the Agreement, Customer agrees to take all necessary actions to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "Obligations"), including without limitation, making all reasonable efforts to cause appropriation of sufficient funds to satisfy its obligations.

Customer signature	
Signature:	Date:
Print name:	
Title:	

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