

Date: March 14, 2023

RE: Reference no:0110180086

MCKINLEY SURGERY CENTER, LLC  
3745 GEIST RD  
FAIRBANKS, Alaska 99709

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 Rental Agreement  
Exhibit A - Detail of Equipment  
Addendum**

**PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:**

**Federal tax ID number:** 88-4114386  
**Purchase order number:** 03072023001  
**Upfront Payment Check No:** \_\_\_\_\_  
**Phone number:** 706-814-3224

**AP address:** 3745 Geist Road  
**Contact name:** Fairbanks AK 99709  
**Email address:** timothyca@pcom.edu  
Timothy Carey

**Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 772-432976)**

Your personal documentation specialist is Megan Wilkinson and can be reached at (269) 389-1971 or by email [megan.wilkinson@stryker.com](mailto:megan.wilkinson@stryker.com) for any questions regarding these documents.

**The proposal evidenced by these documents is valid through the last business day of March, 2023**

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.

Owner ("we" or "us") :  
Flex Financial, a division of Stryker Sales, LLC  
1901 Romance Road Parkway  
Portage, MI 49002

Customer name and address ("You" and "Your"): MCKINLEY SURGERY CENTER, LLC 3745 GEIST RD FAIRBANKS Alaska 99709	Equipment Location: 3745 GEIST RD FAIRBANKS, Alaska 99709 Supplier: Stryker Sales, LLC, 5900 Optical Court, San Jose, CA 95138 Equipment description: (see attached Exhibit A which is a part of this Agreement.)
--	--

**Payment information**

# of rent payments	Payment frequency	Rent payment	Terms of Agreement in months: 60			
Number of payments	Payment frequency	Payment amount	Security deposit	First period payment	Other	Total payment enclosed
60	Monthly	\$2,666.98(First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	\$0.00	+\$0.00	+\$0.00	=\$0.00

**1.Rent:** You ("Customer") agree to rent 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 Rent 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 rent 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:** 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. 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. If 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.

**3.Equipment use, maintenance and warranties:** Any assignee (as defined below) is renting 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, 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 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, LLC".

**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.

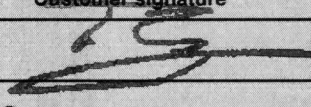
**6. Taxes:** You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly 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.

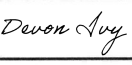
**7. Default remedies:** You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any 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 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 return the Equipment, whereupon you shall: return all of the Equipment in good working condition at your cost how, when and where we direct. If you don't notify us, 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.

**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, LLC 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, 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. 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: 03/14/2023
Print name: Timothy Carey	
Title: Owner	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	Date: 20-Mar-2023
Print name: Devon Ivy	
Title: Controller	

**Exhibit A to Short Form Rental Agreement Number 0110180086**

**Description of equipment**

**Customer name:** MCKINLEY SURGERY CENTER, LLC

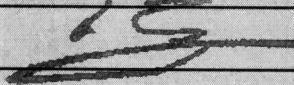
**Delivery Location:** 3745 GEIST RD, FAIRBANKS, Alaska , 99709

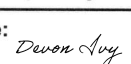
**Part I - Equipment/Service Coverage (if applicable)**

Model number	Equipment description	Quantity
0240031002	PKG, VISIONPRO 26" DISPLAY COVER-standard	2
0233050084	PKG.,FIBEROPTIC CABLE 5MM X 10FT (3.05M)-standard	2
0240099155	Connected OR Cart, 120 V-standard	1
0240099110K	FLAT PANEL ROLL STAND KIT-standard	1
0747031550	PKG., PUMP CANNULA,5.8MM W/2 ROTATING STOPCOCKS-standard	2
0747031510	PKG. PENCIL OBTURATOR, 5.8MM PUMP CANNULA-standard	2
0233032116	ENDOSCOPE AND HARDWARE SET TRAY-standard	2
0333070000	70MM IN/OUTFLOW CANNULA KIT-standard	2
0240300300	SDC4K BASE + SDP Kit-standard	1
0233410000	PKG, CAMERA AUTOCLAVABLE TRAY-standard	2
0240060845	PKG, 30FT DVI CABLE-standard	1
0240031020	PKG, VISIONPRO 26" LED DISPLAY-CPO	2
0220220000	PKG, PRECISION LED LIGHT SOURCE-CPO	1
0502104030	HD 4MM X 30Å° ARTHROSCOPE SPEEDLOCK A/C-CPO	2
0700010000	PKG, PRECISION AC 3-CHIP CAMERA CONTROL UNIT (CCU)-CPO	1
0700410105	PKG, PRECISION AC 3-CHIP AUTOCLAVABLE CAMERA, C-MOUNT-CPO	2
0700020122	PKG, PRECISION AC COUPLER, C-MOUNT-CPO	2
0475100000	PKG, CROSSFIRE 2 CONSOLE	2
0375704500	PACKAGING, FORMULA SHAVER (HAND CONTROL)	2
0450000000	PKG, CROSSFLOW CONSOLE	2
3105400030	Adaptable Beach Chair System	1
3105400000	ADAPTABLE ARM POSITIONER (POSITIONER, ARM, TRAY, CONNECTOR)	1
3105400004	ADAPTABLE ARM POSITIONER LATERAL DECUBITUS ATTACHMENT	1

**Total equipment:** \$132,115.03

**Total Amount:** \$132,115.03

Customer signature	
Signature: 	Date: 03/04/2023
Print name: Timothy Carey	
Title: Owner	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	<small>Electronically signed by: Devon Ivy Reason: I approve this document Date: Mar 20, 2023 14:01 EDT</small>
Date: 20-Mar-2023	
Print name: Devon Ivy	
Title: Controller	

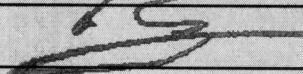
# ADDENDUM TO SHORT FORM RENTAL AGREEMENT NO. 0110180086 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND MCKINLEY SURGERY CENTER, LLC


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 following provisions hereby replace in their entirety all the provisions of section 8 of the Agreement:

"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 as provided below. If you elect to return the Equipment, you shall: return all of the Equipment in good working condition at your cost how, when and where we direct. "Notwithstanding anything to the contrary contained in this Agreement, and as an alternative to returning the Equipment, you shall have the option ("Purchase Option") to purchase the Equipment at the end of the initial or any renewal Term, provided that: (a) you are not in default under this Agreement, this Agreement has not been previously terminated, and you pay, when due, all amounts owed by you hereunder; (b) you provide us with written notice of your intent to exercise the Purchase Option not less than 90 days but not more than 180 days prior to the end of the Term; and (c) prior to the end of the Term, you pay to us, in addition to all other amounts owed hereunder, an amount equal to the Equipment's "Fair Market Value", plus all applicable taxes. Upon payment and fulfillment of all of the foregoing purchase conditions, at the end of the Term, title to the Equipment shall, without any further action on our part, pass to you on an 'AS-IS-WHERE-IS" basis without representation or warranty of any kind from us and this Agreement shall terminate. "Fair Market Value" will be determined by us based on the Equipment's in place value. If you don't notify us, or you do not pay us all amounts due us as stated above, 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 and you return the Equipment to us, 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."

Customer signature	
Signature: 	Date: 03/14/2023
Print name: Timothy Carey	
Title: Owner	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature: 	<small>Electronically signed by: Devon Ivy Reason: I approve this document Date: Mar 20, 2023 14:01 EDT</small>
Date: 20-Mar-2023	
Print name: Devon Ivy	
Title: Controller	







# Stryker Rental Agreement - Signed (1)

Final Audit Report

2023-03-20

Created:	2023-03-20
By:	Megan Wilkinson (megan.wilkinson@stryker.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5i3wlySibuKLTxRt81pwQB16yyMrtek5

## "Stryker Rental Agreement - Signed (1)" History

-  Document created by Megan Wilkinson (megan.wilkinson@stryker.com)  
2023-03-20 - 5:43:43 PM GMT- IP address: 73.161.247.52
-  Document emailed to Devon Ivy (devon.ivy@stryker.com) for signature  
2023-03-20 - 5:45:07 PM GMT
-  Email viewed by Devon Ivy (devon.ivy@stryker.com)  
2023-03-20 - 5:59:26 PM GMT- IP address: 12.190.236.31
-  Devon Ivy (devon.ivy@stryker.com) authenticated with Adobe Acrobat Sign.  
2023-03-20 - 6:01:30 PM GMT
-  Document e-signed by Devon Ivy (devon.ivy@stryker.com)  
Signing reason: Cannot show reason as multiple signing reasons on agreement  
Signature Date: 2023-03-20 - 6:01:30 PM GMT - Time Source: server- IP address: 12.190.236.31
-  Agreement completed.  
2023-03-20 - 6:01:30 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.