

March 23, 2012

Bruce Bonnett
County of San Bernardino, CA
on behalf of the Arrowhead Regional Medical Center
400 N Pepper Avenue
Colton, CA 92324

RE: LEASE SCHEDULE NO. 01 (THE "LEASE") TO THAT CERTAIN LEASE/PURCHASE AGREEMENT No. 218179TELP BY AND BETWEEN THE COUNTY OF SAN BERNARDINO, CA ON BAHALF OF THE ARROWHEAD REGIONAL MEDICAL CENTER ("LESSEE") AND NETAPP, INC. dba NETAPP CAPITAL SOLUTIONS, AS LESSOR

Bruce:

Enclosed please find the following documents to be executed on behalf of Lessee.

1. Lease/Purchase Agreement – Please have authorized signer execute where indicated;
2. Lease Schedule No. 01 and Equipment Acceptance Certificate – Please have authorized signer execute and date the Lease and the Equipment Acceptance Certificate where indicated;
3. Exhibit D - Equipment Description– Please have authorized signer complete Equipment Location and execute where indicated;
4. Exhibit A – Payment Schedule – Please have authorized signer execute and date where indicated;
5. Bank Qualified Designation – Please have authorized signer date and execute where indicated;
6. Insurance Coverage Requirements- Please have complete with Insurance Agent information and have authorized signer execute. Fax this over to your insurance agency so they may complete proof of insurance. Please forward liability and property insurance certificates to my attention.
7. Form 8038-G or GC - Insert the following information and execute where indicated:
Part 1; No. 2 – Please verify Lessee's identification number
Part 1; No. 9 – Insert name and title of officer or legal representative whom the IRS may call for more information, Part VI – Check any boxes that may apply
8. UCC Financing Statements – UCC's will be file with CA – SOS (no signature required); and
9. Sales and Use Tax Exemption Certificate – Please provide exemption certificate if exempt from Sales and Use Tax.

Once all the Lease documents are completed and executed, please forward them back to the following address:

NETPAPP, INC. DBA NETAPP CAPITAL SOLUTIONS

Attn: Karol Powers
5400 Airport Blvd
Boulder, CO 80301

Should you have any questions, or require additional information, please do not hesitate to call me at (303) 381-4368. Thank you for your assistance.

Very truly yours,

NetApp, Inc. dba NetApp Capital Solutions

Karol Powers
Contract Manager

Enclosures

Lease/ Purchase Agreement (State and Municipal)

FAX TO 303-381-4291 • Page 1 of 2

Contract Number: 218179TELP Dated: March 2, 2012

The words **YOU** and **YOUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to the Lessor, [NetApp, Inc. dba NetApp Capital Solutions](#)

Customer & Billing Contact Information

Lessee Full Legal Name County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center					
Billing Contact Person Accounts Payable		Billing Contact Phone No.		Federal Tax ID # 95-6002748	
Organization ID # (if any)		State of Organization CA			
Billing Address 400 N Pepper Avenue		City Colton	County San Bernardino	State CA	Zip 92324

Lease/Purchase Agreement

The terms of this Lease/Purchase Agreement ("Agreement") are terms which will be incorporated into, and constitute a part of, one or more Lease Schedules (each a "Schedule") between us and you. Each Schedule will constitute a separate, assignable Lease. When the term "Lease" is used in this Agreement, it will mean each Schedule individually, together with the terms of this Agreement. Each Lease is a complete and exclusive statement of our agreement concerning such Lease. In connection with each Schedule you shall deliver to us (i) a legal opinion from counsel acceptable to us in substantially the form of Exhibit B to the sample Schedule attached to this Agreement; (ii) an authorizing resolution in substantially the form of Exhibit C to the sample Schedule attached to this Agreement; (iii) a copy of the executed Internal Revenue Service ("IRS") form 8038-G or 8038-GC, as appropriate, as filed, or to be filed, with the IRS; and (iv) any other documentation that may be required by us with respect to the Lease, including but not limited to lien perfection filings, proof of insurance, satisfactory evidence of the actions of your governing body in compliance with all applicable laws (including, without limitation, public notice and bidding laws), and the due authorization and incumbency of officials acting on your behalf.

Terms/Conditions

IMPORTANT: YOU ACKNOWLEDGE THAT WE ARE PAYING THE SUPPLIER ON YOUR BEHALF OR REIMBURSING YOU FOR PAYMENT TO THE SUPPLIER. NEITHER THE SUPPLIER NOR ANY SALESPERSON IS OUR AGENT. THEY HAVE NO AUTHORITY TO SPEAK ON OUR BEHALF OR MAKE ANY CHANGES TO THIS AGREEMENT. THEIR STATEMENTS WILL NOT AFFECT YOUR RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

1. LEASE AGREEMENT; PAYMENTS: We agree to lease to you and you agree to lease from us the equipment identified in a Schedule, together with all replacements, parts, attachments, accessories and substitutions therefor ("Equipment") for the Lease term set forth in the Schedule. Subject to Section 15 hereof, you promise to pay us the Lease payments according to the terms of the Payment Schedule shown on or attached to each Schedule hereto, plus all other charges required under this Agreement.

2. GENERAL TERMS; PAYMENT ADJUSTMENTS; EFFECTIVENESS: You agree to all the terms and conditions on page 1 and 2 of this Agreement and on each Schedule. This Agreement and each Schedule is a complete and exclusive statement of our agreement. If the cost of the Equipment varies from the estimate you or your supplier have provided to us, you agree that we may adjust the Lease payment accordingly upward or downward up to 10%. You acknowledge receipt of a copy of this Agreement and each Schedule and acknowledge that you have selected the Equipment and reviewed the supply contract under which you will obtain the Equipment. NO LEASE IS BINDING ON US AND NO LEASE WILL COMMENCE UNTIL WE ACCEPT IT IN OUR OFFICES. You authorize us to insert or correct missing information on this Agreement and on each Schedule, including contract number, your legal name, serial numbers, Equipment location, and any information describing the Equipment. You agree that any purchase order issued to us covering the Equipment, is issued for purposes of authorization and your internal use only, and none of its terms and conditions shall modify the terms of any Lease. You agree to provide us your financial statements annually, when available, within 10 days after such financial statements become available. Nothing in this Agreement nor any Schedule shall be construed to mean that you must pay any sum which exceeds that which may lawfully be charged, and if there is such excess sum, it shall be applied to reduce the lawful amounts payable by you, and any excess shall be returned to you.

3. LATE CHARGES; OTHER CHARGES: The due date for your payments will be identified on the Payment Schedule. To the extent permitted by applicable law, whenever any portion of a Lease payment or other amount due hereunder is received by us later than the date when due, you shall pay additional interest on such unpaid amount accruing from its due date at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. You also agree to pay \$25 for each returned check.

4. EQUIPMENT OWNERSHIP: Title to the Equipment under a Lease is deemed to be yours so long as no default pursuant to Section 12 below has occurred and/or the Lease has not been terminated pursuant to the provisions of Section 15 below. At the instant a Lease is terminated in accordance with Section 15 below, or upon the occurrence of a default by you pursuant to Section 12 below, title to the Equipment subject to such Lease shall revert to us free of any right, title or interest of yours unless we elect otherwise. The Equipment shall

always remain personal property even though the Equipment may become attached or affixed to real property. To secure your obligations under each Lease, to the extent permitted by law, you hereby grant us a security interest in the Equipment. We are authorized to file UCC financing statements evidencing this security interest. Provided that no event of default has occurred and is then continuing, you may, upon thirty (30) days prior written notice to us, prepay your remaining obligations under a Lease by paying us all, but not less than all, of the remaining Lease payments discounted to present value at the lower of 1% or the Interest Rate set forth in the Payment Schedule. whereupon title to the Equipment subject to the Lease shall become vested in you without the conditions set forth above.

5. NO WARRANTIES: WE ARE LEASING THE EQUIPMENT TO YOU "AS IS," WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DESIGN, CONDITION, OR THE QUALITY OF THE MATERIAL OR WORKMANSHIP. WE ARE NOT RESPONSIBLE FOR ANY REPAIRS OR SERVICE TO THE EQUIPMENT OR ANY DEFECTS OR FAILURES IN OPERATION. We assign to you for the term of the applicable Lease any transferable manufacturer or supplier warranties. We are not liable to you for any breach of those warranties. You agree that upon your acceptance of the Equipment, you will have no set-offs or counter-claims against us.

6. MAINTENANCE; USE; INSTALLATION: You are responsible for installation and maintenance of, and for any damage to, the Equipment. You must service, repair and maintain the Equipment at your expense in the same condition as when received, ordinary wear and tear excepted, in compliance with all applicable laws and regulations, and in compliance with all insurance policies and all manuals, orders, recommendations and instructions issued by the manufacturer or vendor. You shall permit the Equipment to be used by qualified personnel solely for the purpose for which it was designed. You will make no alterations or modifications to the Equipment without our prior written consent. If the Equipment malfunctions, is damaged, lost or stolen, you agree to continue to make all payments due under the Lease.

7. EQUIPMENT LOCATION: You will keep the Equipment only at the address shown on the applicable Schedule and you will not move it from that address unless you get our prior written consent.

8. INSURANCE; CASUALTY: Until each Schedule is paid in full or the Equipment has been returned to us, you will: (a) keep the Equipment on such Schedule insured under all risk property insurance policies naming us and our assigns as loss payees for the greater of the Purchase Price (defined below) or its full replacement value against all types of loss, including theft; and, (b) provide and maintain comprehensive general public liability insurance naming us and our assigns as additional insureds. All policies and insurers shall be acceptable to us and the insurer(s) must agree to provide us at least 30 days prior written notice of any material change, cancellation or non-renewal of coverage. If you do not provide us with acceptable evidence of insurance, we may, but will have no obligation to, obtain insurance and add a charge to your monthly payment which will include the insurance premium charged by our insurance provider, our then prevailing insurance administration fee, if any, together with interest on such amounts at the overdue rate provided in Section 12. If any Equipment is damaged, you shall immediately repair the damage at your expense. If any Equipment is lost, stolen or damaged beyond repair, you shall, at our option, (a) replace the same with like equipment in a condition acceptable to us and convey, to the extent permitted by law, a security interest in such equipment to us (such equipment will become Equipment subject to the Lease), or (b) pay us the Purchase Price. For purposes of this Agreement, "Purchase Price" means, the sum of (i) all amounts which are currently due to us under the Lease, but are unpaid, plus (ii) the present value of the sum of all amounts to become due during the Lease term, discounted at a discount rate equal to the 1-year Treasury Constant Maturity rate as published in the Selected Interest Rates table of the Federal Reserve statistical release H.15(519) for the week ending immediately prior to your acceptance of such Schedule (or if no longer published, a rate reasonably determined by us). Upon our receipt of the Purchase Price following the loss or destruction of any Equipment, you shall be entitled to whatever interest we have in such Equipment, in its then condition and location, without warranties of any kind.

9. LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and agree, to the extent permitted by law, to indemnify, defend and hold us, our employees and agents, harmless, to the extent permitted by law, from and against: (a) any and all liabilities, losses, damages, claims and expenses (including attorneys' fees and legal costs) arising out of the manufacture, purchase, shipment and delivery of the Equipment to you, acceptance or rejection, ownership, licensing, titling, registration, leasing, possession, operation, use, return or other disposition of the Equipment, including, but not limited to, any liabilities that may arise from patent or latent defects in the Equipment, and any claims based on strict tort liability, (b) any and all loss or damage of or to the Equipment, and (c) any liability to the manufacturer or supplier arising under any purchase orders issued by or assigned to us.

10. LIENS AND TAXES: You shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease or any Schedule. It is expected that the Equipment will be exempt from taxation, nevertheless, you shall pay, when due, all assessments, charges and taxes (federal, state and local) that may now or hereafter be

(Continued on Page 2)

Continued From Page 1

imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by our net income ("Charges"). If you fail to pay any Charges when due, we shall have the right, but shall not be obligated, to pay the Charges. If we pay any Charges for which you are responsible or liable under a Schedule, you shall, upon demand, reimburse us therefor.

11. ASSIGNMENT: YOU MAY NOT SELL, PLEDGE, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT, THIS AGREEMENT OR ANY SCHEDULE. We may sell, assign or transfer all or any part of this Agreement, any Schedule, and/or our interest in the Equipment. The new owner will have the same rights that we have, but you agree you will not assert against the new owner any claims, defenses or set-offs that you may have against us or any supplier. You hereby appoint us, or our designee, as your agent to maintain a book registry of the owner of payments due under each Lease, and to keep, or cause to be kept, a complete and accurate record of all assignments in form necessary to comply with Section 149(a) of the Code and the regulations from time to time promulgated thereunder. You agree to acknowledge, in writing, any assignments if so requested, and to make payments directly to the new owner if and when directed.

12. DEFAULT; DAMAGES: If you, or any guarantor of your obligations: (a) fail to make any Lease payment within 10 days of when due, or (b) become insolvent or commence bankruptcy or receivership proceedings or have such proceedings commenced against you, or (c) terminate your existence by merger, consolidation, sale of substantially all your assets, or (d) default under any other agreement you have with us or our affiliates, or (e) otherwise breach any warranty, covenant or provision of this Agreement or any Schedule, you will be in default. If you are in default we may, but shall not be obligated to, do any or all of the following: (i) declare immediately due and payable such portion of the Purchase Price and all unpaid amounts due under all Leases under this Agreement which are scheduled to be paid during the fiscal period of yours for which funds have been appropriated by you, (ii) require you to immediately return all Equipment to us at your expense, (iii) with or without notice, demand or legal process, re-take possession of the Equipment (and you authorize us to enter upon the premises wherever the Equipment may be found), (iv) sell, hold, use, lease or otherwise dispose of the Equipment, (v) immediately terminate this Agreement and all Schedules, (vi) apply any security deposit to reduce amounts due to us hereunder, and/or (vii) exercise any other remedies available to us under applicable law. You agree to pay our actual attorneys' fees, plus all actual costs of collection and any Equipment repossession. If we dispose of the Equipment, we will apply the net proceeds of such disposition to reduce the Purchase Price and other amounts due under the Lease. You shall remain responsible for the payment of any deficiency, subject to the limitation set forth in (i) above. If the net proceeds we recover related to such Schedule following a default is more than the Purchase Price and other outstanding amounts due under the Lease, we will give you the excess. You waive any notice of our repossession or disposition of the Equipment. By repossessing any Equipment, we do not waive our right to collect any amounts due under any Lease. We will not be responsible to you for any consequential or incidental damages. Our delay or failure to enforce our rights with respect to any Lease will not prevent us from doing so at a later time.

13. CHOICE OF LAW; JURISDICTION; NON-JURY TRIAL: This Agreement and each Schedule hereunder will be governed by the laws of the state in which you are located. YOU EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. UNCONDITIONAL OBLIGATION; AMENDMENTS: SUBJECT TO SECTION 15, YOUR OBLIGATION TO PAY ALL AMOUNTS UNDER EACH LEASE IS ABSOLUTE AND UNCONDITIONAL. NO LEASE MAY BE AMENDED EXCEPT BY A WRITING WHICH WE HAVE SIGNED.

15. TERMINATION; EQUIPMENT RETURN: In the event no funds or insufficient funds are appropriated and budgeted to pay any amounts due under a Lease, then the Lease shall thereafter terminate and be rendered null and void on the last day of the fiscal period for which appropriations were made, without penalty, liability or expense to you of any kind, except as to (i) any payments herein agreed upon for which funds shall have been appropriated and budgeted, (ii) your other obligations and liabilities under the Lease relating to, accruing or arising prior to termination, and (iii) your obligations to return the Equipment as provided in this Section. In the event of a Lease termination in accordance with this Section 15, you will immediately crate, insure and ship all, but not less than all, of the Equipment subject to such Lease, in good working condition, to us at a location and by means we designate, with all expenses to be prepaid by you. You must give us 60 days prior written notice of your intent to return the Equipment under this Section. You must disassemble and pack the Equipment for shipment in a manner authorized by the manufacturer or its representative and provide for its reassembly at the return location in the condition required the Lease, at your expense. If you fail to return all of the Equipment under any Lease to us as agreed, you shall pay to us the regular Lease payments each month until all of the Equipment is returned. If the Equipment is damaged when received by us or otherwise not in the condition required upon return to us, you agree to pay for all costs of repair or restoration. You will also be responsible for any damage to the Equipment which

occurs during shipping. You agree to notify us in writing of any failure to appropriate sufficient funds for a Lease not less than sixty (60) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of any Lease.

16. REPRESENTATIONS; WARRANTIES; COVENANTS: You represent and warrant that all customer information, including your legal name, provided in this Agreement and in each Schedule is true, accurate and complete. The Equipment will not be used for personal, family or household purposes. The Equipment shall not be used in a "trade or business" of any other person or entity, and no part of the proceeds of any Lease or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant and covenant, and shall be deemed to have separately certified as of the commencement date of each Lease, that: (i) you are a state, or a political subdivision thereof, within the meaning of Section 103 of the Code and the related regulations and rulings thereunder, and have a substantial amount of at least one of the following powers: (a) taxing power, (b) police power, or (c) power of eminent domain; (ii) you have the authority to enter into the Lease and are not in contravention of any state, county, district, city or town statute, charter, ordinance, resolution, rule, regulation or other governmental provision; (iii) you shall, with respect to each Lease, complete and file on a timely basis Internal Revenue Service form 8038G or 8038GC, as appropriate, in the manner set forth in Section 149(e) of the Code; and (iv) your payments under the Lease are not directly or indirectly guaranteed (in whole or in part) by the United States or any agency or instrumentality thereof. You agree that you will take no action that would cause the interest portion of the Lease payments to be included in our gross income for federal income tax purposes under the Code, and you will take all actions that are permitted by law to ensure that the interest portion of the Lease payments is not included in our gross income, including, without limitation, the calculation and payment of any rebate required under Section 148(f) of the Code. Upon a determination that the interest component of any Lease payment is includible for federal income tax purposes in our gross income due to any action or failure to take any action on your part, or any misrepresentation or breach of any warranty or covenant by you in connection with the Lease, you agree to pay promptly after any such determination of taxability and on each Lease payment date thereafter to us an additional amount determined by us to compensate us for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

17. CONTINUATION OF LEASE TERM: You shall not enter into any Lease unless you, at the time, reasonably believe that, after taking into account the terms thereof, funds shall be obtainable through your governmental budgetary and appropriations processes in an amount sufficient to make all Lease payments during the Lease term. You hereby agree to direct your finance or budget officer to make provisions to the extent necessary for the Lease payments due under each Lease in each budget submitted for the purpose of obtaining funding. It is your current intent to make the Lease payments for the full Lease term if funds are legally available therefor and in that regard you represent that (a) each Lease is being entered into for the purpose of providing the Equipment to you, and the use of the Equipment is essential to your proper, efficient and economic functioning or to the services you provide to your citizens; (b) you have an immediate need for and expect to make immediate use of substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future; and (c) the Equipment shall be used by you only for the purpose of performing one or more of your governmental or proprietary functions consistent with the permissible scope of your authority.

18. FAX: The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. You agree that the fax document will be admissible in any legal action. To the extent this Agreement or any Schedule constitutes chattel paper under the UCC, a security interest in this Agreement or any Schedule may be perfected through the transfer and possession only of a copy of this Agreement or such Schedule manually executed by us and you and bearing the legend "Original." We have no duty to verify or inquire as to the validity, execution, signer's authority or any other matter concerning the propriety of any fax.

19. MISCELLANEOUS: If any provision of any Lease is unenforceable, invalid or illegal, the remaining provisions will continue to be effective. You must bring any action against us relating to any Lease within one year after the basis for the claim first arises, and in any event not later than one year following termination of such Lease. Time is of the essence with respect to the payment and performance of all of your obligations under any Lease.

20. MERGER: THE ABOVE TERMS AND CONDITIONS REPRESENT AND MERGE ALL OF THE TERMS AND CONDITIONS INTO THIS AGREEMENT. THIS AGREEMENT AND EACH SCHEDULE CANNOT BE MODIFIED OR ALTERED UNLESS IT IS IN WRITING AND SIGNED BY ONE OF OUR OFFICERS.

Master Lease Agreement, Page 2 of 2**Authorized Signer:**

Lessee Full Legal Name

County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center

Title (Indicate President, Partner, Proprietor, etc.)

Contract Number
218179TCLP**Accepted by: NetApp, Inc., dba NetApp Capital Solutions, Lessor****Signed By:**

Date

Lease/Purchase Agreement Lease Schedule

303.381.4291 • FAX TO

Lease/Purchase Agreement Contract Number: **218179TELP**
Lease Schedule Number: **01** Dated: **March 2, 2012**

The words **YOU** and **YOUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to the Lessor, [NetApp, Inc. dba NetApp Capital Solutions](#)

Lease/Purchase Agreement

The terms of the above Lease/Purchase Agreement ("Agreement") are incorporated into and made a part of this Lease Schedule ("Schedule") as if set forth in full. This Schedule, and every other Schedule that incorporates terms from the Agreement, are separate, assignable leases. If there is any inconsistency between the terms of this Schedule and those of the Agreement, then this Schedule will control.

Customer & Billing Contact Information

Lessee Full Legal Name County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center				
Billing Contact Person Accounts Payable	Billing Contact Phone No.	Federal Tax ID # 95-6002748	Organization ID # (if any)	State of Organization
Billing Address 400 N Pepper Avenue	City Colton	County San Bernardino	State CA	Zip 92324
Equipment Location Address 400 N Pepper Avenue	City Colton	County San Bernardino	State CA	Zip 92324

Complete Equipment Location **only** if different from billing address

Equipment Description (continue on Exhibit D if necessary)

Quantity	Manufacturer	Model Number	Description	Serial Number
	See Exhibit D			

Term / Payment Schedule

The Lease Term for this Schedule is set forth on Exhibit A hereto, and you agree, subject to Section 15 of the Agreement, to pay us the Lease payments on the Lease Payment Dates specified in Exhibit A hereto.

Lessee Authorized Signature

Authorized Signer X	Date	Printed Name
	Title Indicate President, Partner, Proprietor, etc.	

Accepted by [NetApp, Inc. dba NetApp Capital Solutions](#)

Signed By: X	Acceptance Date
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Contract Number: [218179TELP](#)

This schedule is attached to and becomes part of the Lease Schedule and UCC filing documents dated [March 2, 2012](#) between the undersigned.

Equipment Description

Quantity	Description
1	FAS6240-R5 Documents,62xx,-C
3	DSK SHLF,24x3.0TB,7.2K,IOM3,-C
15	DSK SHLF,24x450GB,15K,3Gb SAS,IOM3,-C,R5
2	FAS6240 HA SYS With SAS CONTRL And IO Expander
2	ADPT 2-Port Unified Target 10GbE SFP+ PCIe,-C
2	Flash Cache 512GB PCIe Module,STD w/6240/6280
2	Flash Cache 1TB PCIe Module,-C
2	IO Board SAS 4-Port,-C
2	Rackmount Kit,4N2,DS14-Middle,-C,R6
18	Rackmount Kit,4-Post-Universal,-C,R6
2	Chassis,62XX/SA620 2 CNTRL/EXP Slots,AC PS,-C
12	Cable,Cntlr-Shelf/Switch,5m,LC/LC/OP,-C
32	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,0.5m,-C
4	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m,-C
6	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,5m,-C
32	Cable,Ehternet,0.5m RJ45 CAT6,-C
1	Cable,Ehternet,2m RJ45 CAT6,-C
4	Cable,Ehternet,5m RJ45 CAT6,-C
8	SFP+ Optical 10Gb Shortwave,-C
70	Power Cable North America,-C,R6
2	Software: SW,CIFS,6240A,-C
2	SW,FCP,6240A,-C
2	SW,Flexclone,6240A,-C
2	SW,NFS,6240A,-C
2	SW,Data ONTAP Eentials,6240A,-C (includes HTTP,One protocol of choice,Dedup (ASIS),NearStore,SyncMirror,DSM/MIOP,Multistore and FlexCashe – Ssytem Mgr)
2	SW,SnapRestore,6240A,-C
2	SW,Flash Cashe,-C
2	SW,iSCSI,-C
1	SupportEdge Premium 4 hr Onsite – Mths 60
	Standard Shipping
	Colton, CA Taxes

Equipment Location

Equipment Location	Address	City	County	State	Zip
400 N Pepper Avenue, Colton, CA 92324					

Authorization

This schedule is hereby verified correct and the undersigned parties acknowledge receipt of a copy.		Lessor: NetApp, Inc. dba NetApp Capital Solutions
Lessee	County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center	
Authorized Signer	X	
Print name		
Title	Indicate President, Partner, Proprietor, etc.	
		Authorized Signer
		X
		Print Name
		Title

**EXHIBIT A
PAYMENT SCHEDULE**

to: Lease Schedule No. [01](#) dated as of [March 2, 2012](#)
to: Lease/Purchase Agreement No. [218179TELP](#) dated as of [March 2, 2012](#)
between: [NetApp, Inc. dba NetApp Capital Solutions](#) (together with its successors and assigns, ("**Lessor**")
located at: [495 E Java Dr, Sunnyvale, CA 94089](#)
and: [County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center](#) ("**Lessee**")
located at: [400 N Pepper Avenue, Colton, CA 92324](#)

Lease Term: [3 Annual Payments \(beginning with Commencement Date\)](#) **Interest Rate:** 2.75 %

Commencement Date: Date of funding, as confirmed by notice from Lessor to Lessee

See Lease and Amortization Schedule attached hereto and made a part hereof.

Lessee Authorized Signature

Authorized Signer X	Date	Printed Name
	Title	

COUNTY OF SAN BERNARDINO, CA ON BEHALF OF THE ARROWHEAD REGIONAL MEDICAL CENTER

LEASE PAYMENT AND AMORTIZATION SCHEDULES

Lease Payment No.	Lease Payment Date	Lease Amount	Lease Payment Amount	Amount Credited to Interest	Amount Credited to Principal	Unpaid Balance
COMENCEMENT DATE	5/1/2012	1,381,932.93				
*OID	5/1/2012	(33,346.27)				
1	5/1/2012		284,734.50	-	284,734.50	1,063,852.16
2	5/1/2013		284,734.50	29,627.49	255,107.01	808,745.15
3	5/1/2014		284,734.50	22,522.96	262,211.54	546,533.61
4	5/1/2015		284,734.50	15,220.54	269,513.96	277,019.65
5	5/1/2016		284,734.50	7,714.85	277,019.65	-
Grand Totals		1,348,586.66	1,423,672.50	75,085.84	1,348,586.66	

*ORIGINAL ISSUE DISCOUNT

EQUIPMENT ACCEPTANCE CERTIFICATE

to: Lease Schedule No. 01 dated as of March 2, 2012
to: Lease/Purchase Agreement No. 218179TELP dated as of March 2, 2012
between: NetApp, Inc. d/b/a NetApp Capital Solutions (together with its successors and assigns, ("Lessor")
located at: 495 E Java Dr, Sunnyvale, CA 94089
and: County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center
located at: 400 N Pepper Avenue, Colton, CA 92324

EQUIPMENT DESCRIPTION ON EXHIBIT D

THIS SCHEDULE WILL NOT BE BINDING ON US UNTIL ACCEPTED IN OUR OFFICES. The undersigned hereby certifies that all Equipment described in this Schedule has been delivered to and has been received by you, that all installation or other work necessary prior to the use thereof has been completed, that the Equipment has been examined by you and is in good operating order and condition and is in all respects satisfactory to you, and the Equipment is accepted by you for all purposes under the Agreement and this Schedule. You acknowledge that this Lease is non-cancelable for any reason until all your obligations under this Lease have been fulfilled. You acknowledge that we have no responsibility as to the satisfactory performance or maintenance of the Equipment. The "Acceptance Date" is the date on which we accept this Lease as shown below.

Authorized Signer X	Date	Printed Name
	Title Indicate President, Partner, Proprietor, etc.	

**EXHIBIT B
FORM OF LEGAL OPINION**

[THIS MUST BE ON THE LETTERHEAD OF LESSEE'S COUNSEL]

<Date>

NetApp, Inc. dba NetApp Capital Solutions ("Lessor")
495 E Java Dr, Sunnyvale, CA 94089

Attention: Karol Powers

Re: Lease/Purchase Agreement No. 218179TELP dated as of March 2, 2012, between NetApp, Inc. dba NetApp Capital Solutions, as lessor, and County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center, as lessee, and Lease Schedule No(s). 01 dated as of March 2, 2012.

Ladies and Gentlemen:

As counsel for County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center ("Lessee"), I have examined the above-described executed original Lease/Purchase Agreement and Lease Schedule No(s). 01 thereunder (hereinafter the "Lease") between Lessee and NetApp, Inc. dba NetApp Capital Solutions ("Lessor"), and the proceedings taken by the governing body of Lessee to authorize the execution and delivery of the Lease on behalf of Lessee. All capitalized terms herein shall have the same meanings as in the Lease.

Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the following opinions:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of CA (the "State"), has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended through the date hereof. The name of Lessee specified above is its true, correct and complete legal name.
2. Lessee has the requisite power and authority to purchase the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.
3. The Lease has been duly authorized, executed and delivered by Lessee and, assuming due authorization, execution and delivery thereof by Lessor, constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, and do not exceed or violate any usury law or any statutory or case law prohibiting or restricting the incurring of debt by Lessee; except that the enforcement of the Lease may be subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
4. The Equipment leased pursuant to the Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
5. The authorization, approval and execution of the Lease and all other proceedings of Lessee and Lessee's governing body relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state and federal laws.
6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment.
7. The entering into and performance of the Lease does not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit lease or other instrument to which Lessee is a party or by which it or its assets may be bound, except as provided in the Lease.

Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of Rental Payments are entitled to rely on this opinion.

Very truly yours,

[Counsel to Lessee]_____

EXHIBIT C
[ORDINANCE] [RESOLUTION] OF LESSEE'S GOVERNING BODY

The undersigned, being the officer identified below of [County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center](#) (the "**Lessee**"), hereby certifies that the following is a true and correct copy of **[an ordinance][a resolution]** adopted by the governing body of the Lessee at a meeting duly held on _____, 20__.

* * * *

WHEREAS, in order to facilitate the acquisition of certain equipment for the purpose of _____
_____, (the "**Equipment**") for use by the Lessee and to pay the cost thereof, it is necessary and desirable for the Lessee to enter into a Lease/Purchase Agreement (State and Municipal) and Lease Schedule(s) No. [01](#) (together with all exhibits, the "**Lease**") with [NetApp, Inc. dba NetApp Capital Solutions](#) (together with its successors and assigns, the "**Lessor**"), pursuant to which the Lessee will lease the Equipment from the Lessor with an option to purchase,

NOW, THEREFORE, BE IT [ORDAINED][RESOLVED] BY THE GOVERNING BODY OF LESSEE, AS FOLLOWS:

Section 1. Approval of the Lease. The Lease is hereby approved in substantially the form submitted to and reviewed by the governing body of the Lessee on the date hereof, with such changes therein as shall be approved by the following officer of the Lessee, said officer's execution thereof to be conclusive evidence of the approval thereof, provided that the maximum aggregate principal portion of rental payments under the Lease will not exceed [\\$1,381,932.93](#) and the interest portions of rental payments will be calculated at a per annum rate not to exceed 2.75%:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

Said officer is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Lessee, and to affix the seal of the Lessee, if applicable.

Section 2. Further Authority. The Lessee shall, and the officials and agents of the Lessee are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this resolution and to carry out, comply with and perform the duties of the Lessee with respect to the Lease and the Equipment.

* * *

I further certify that the foregoing **[ordinance] [resolution]** has not been modified, amended or repealed and is in full force and effect as of the date hereof.

I further certify that the persons whose names and titles appear above have been duly appointed or elected, have qualified and are now acting as officers of Lessee, and that the signature appearing opposite each person's name is the genuine signature of such person.

WITNESS my hand this ____ day of _____, 20__.

Title: _____

BANK-QUALIFIED DESIGNATION

The [County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center](#), as lessee (the “*Lessee*”), under Lease Schedule No. [01](#) to which this Designation is attached, hereby designates Lease Schedule No. [01](#) as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including Lease Schedule No. [01](#)) that exceed the aggregate principal amount of \$10,000,000 during the calendar year in which Lease Schedule No. [01](#) is executed and delivered and interest commences to accrue thereunder.

This Designation is attached to and made a part of Lease Schedule No. [01](#) dated as of [March 2, 2012](#).

EXECUTED on _____, 20____.

[COUNTY OF SAN BERNARDINO, CA ON BEHALF OF THE
ARROWHEAD REGIONAL MEDICAL CENTER](#), as lessee

Signature: _____

Printed Name: _____

Title: _____

Lease Schedule No. 01

Dated: March 2, 2012

Insurance Agent: _____
Insurance Agency: _____
Address: _____
Telephone Number: _____
Facsimile Number: _____

RE: Insurance Requirements under the Lease/Purchase Agreement No. 218179TELP dated as of March 2, 2012 and Lease Schedule No. 01 dated as of March 2, 2012, each by and between NetApp, Inc. dba NetApp Capital Solutions, as Lessor, and County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center.

Gentlemen:

In connection with the above referenced Lease Schedule No. 01, County of San Bernardino, CA on behalf of the Arrowhead Regional Medical Center, as lessee (the “Lessee”), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

- A. *Liability Insurance.* Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000.00. The policy should be endorsed to name NetApp, Inc. dba NetApp Capital Solutions and/or its Assigns (“NCS”) as an additional insured.
- B. *Casualty Insurance.* Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in Lease Schedule No. 01 attached hereto and in the amount not less than \$669,348.80. Such insurance shall be endorsed to name NCS as a co- loss payee with respect to such Equipment.

The required insurance should also be endorsed to give NCS 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of NCS shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

COUNTY OF SAN BERNARDINO, CA ON BEHALF OF THE
ARROWHEAD REGIONAL MEDICAL CENTER

By: _____

Name: _____

Title: _____

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	► ☐		
If obligations are BANs, check only box 19b	► ☐		
20 If obligations are in the form of a lease or installment sale, check box	► ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest		22	
23	Issue price of entire issue (enter amount from line 21, column (b))		23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to currently refund prior issues	27		
28	Proceeds used to advance refund prior issues	28		
29	Total (add lines 24 through 28)		29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31	Enter the remaining weighted average maturity of the bonds to be currently refunded	►	years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded	►	years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)		

Part VI Miscellaneous

- | | | |
|------------|--|--|
| 35 | | |
| 36a | | |
| 37 | | |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Date _____ ▶ _____
Signature of issuer's authorized representative Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶ _____			Firm's EIN ▶ _____	
Firm's address ▶ _____			Phone no. _____	

**Amendment No. 1 to
Lease/Purchase Agreement Number 218179TELP
dated _____
by and between NetApp, Inc.,
d/b/a NetApp Capital Solutions ("NCS")
and
County of San Bernardino, CA on behalf of the
Arrowhead Regional Medical Center ("Leseee")**

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the parties hereto agree that the Lease/Purchase Agreement is hereby amended as follows:

Section 9 This section is amended and restated in its entirety as follows:

LIABILITY: WE ARE NOT RESPONSIBLE FOR ANY LOSSES OR INJURIES TO YOU OR ANY THIRD PARTIES CAUSED BY THE EQUIPMENT OR ITS USE. You assume the risk of liability for, and agree, to the extent permitted by law, to indemnify, defend and hold us, our employees and agents, harmless, to the extent permitted by law, from and against: (a) any and all liabilities, losses, damages, claims and expenses (including attorneys' fees and legal costs) arising out of the shipment and delivery of the Equipment to you, acceptance or rejection, ownership, licensing, titling, registration, leasing, possession, operation, use, return or other disposition of the Equipment, and any claims based on strict tort liability, (b) any and all loss or damage of or to the Equipment, and (c) any liability to the manufacturer or supplier arising under any purchase orders issued by or assigned to us.

EXCEPT AS HEREIN PROVIDED, the Lease/Purchase Agreement remains in full force and effect. This Amendment is executed as of the effective date of the Lease/Purchase Agreement.

**NETAPP, INC.,
d/b/a NETAPP CAPITAL SOLUTIONS**

**COUNTY OF SAN BERNARDINO, CA ON
BEHALF OF THE ARROWHEAD REGIONAL
MEDICAL CENTER**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____