

KEY GOVERNMENT FINANCE LEASING OPTION



March 27, 2006

Candy Burns
 San Mateo County
 455 County Center, 5th Floor
 Redwood City, CA 94063

EQUIPMENT LEASE OPTION: The lease financing will be completed by Key Government Finance, Inc. Payments due under the Lease financing will be made directly to Key Government Finance at P.O. Box 1187, Englewood, CO 80150-1187.

LESSOR: Key Government Finance, Inc.

LESSEE: San Mateo County

EQUIPMENT: Medical Equipment

| | |
|----------------------------------|---------------------|
| Equipment | \$270,916.10 |
| Warranty | \$27,756.00 |
| Freight | \$1,267.45 |
| Est. Sales Tax 8.25% | \$22,350.58 |
| TOTAL AMOUNT TO BE LEASED | \$322,290.13 |

FINANCING STRUCTURE: This is a tax-exempt state and municipal government lease with the title to the equipment passing to lessee. This is a net lease under which Lessee pays all costs, including insurance, maintenance and taxes, for the term of the lease. At the end of the lease term and technology migration option the equipment can be purchased for \$1

| Amount to be Leased | Rate | Monthly Payments | Pmts / Year | Term | Adv. / Arr. |
|---------------------|-------|------------------|-------------|------|-------------|
| \$322,290.13 | 3.37% | \$9,425.33 | 12 | 36 | Arrears |

NOTES: This lease contains a Technology Refresh Option under which the lessee has the contractual right to return the property early. Rates and Payments quoted above reflect the exercise of this option. Lessee may complete its ownership of the property by making one additional payment of \$8,127.48. With ownership the Lease Rate would be 4.83%.

RATE INDEX: The interest rates quoted in this proposal are based on market rates as of March 27, 2006, and shall be subject to index based on the Delphis Hanover and/or U.S. Treasury Rate index until the date of closing. After the closing date the interest rate on the financing will be fixed for the term of the financing.

APPROVAL: The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor. This proposal, until credit approved, serves as a quotation, not a commitment by Key Government Finance to provide credit. Final acceptance of this proposal is subject to credit, collateral and essential use review and approval by Lessor.

The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates.

CONTACT: Contact your financing representative with any questions - Kendall Hansen - kendall.hansen@key.com (503) 790-7624

NOTES: Alternative financing options available on request

Contact: Kendall Hansen - Account Executive
 Key Government Finance, Inc.
 1211 SW Fifth Ave, Suite 400
 Portland, OR 97204
 Tel: (503) 790-7624
Kendall.Hansen@key.com

| | |
|---------------------|--------------|
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| Monthly Payments | \$9,425.33 |
| Pmts / Year | 12 |
| Term | 36 |
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San Mateo County

| | | |
|----------------------------------|-------|---------------------|
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| Est. Sales Tax | 8.25% | \$22,350.58 |
| TOTAL AMOUNT TO BE LEASED | | \$322,290.13 |

| <u>Pay #</u> | <u>Date</u> | <u>Payment</u> | <u>Principal</u> | <u>Interest</u> |
|--------------|-------------|----------------|------------------|-----------------|
| 1 | 1-Jun-2006 | 9,425.33 | 8,128.11 | 1,297.22 |
| 2 | 1-Jul-2006 | 9,425.33 | 8,160.83 | 1,264.50 |
| 3 | 1-Aug-2006 | 9,425.33 | 8,193.68 | 1,231.65 |
| 4 | 1-Sep-2006 | 9,425.33 | 8,226.66 | 1,198.68 |
| 5 | 1-Oct-2006 | 9,425.33 | 8,259.77 | 1,165.56 |
| 6 | 1-Nov-2006 | 9,425.33 | 8,293.01 | 1,132.32 |
| 7 | 1-Dec-2006 | 9,425.33 | 8,326.39 | 1,098.94 |
| 8 | 1-Jan-2007 | 9,425.33 | 8,359.91 | 1,065.42 |
| 9 | 1-Feb-2007 | 9,425.33 | 8,393.56 | 1,031.78 |
| 10 | 1-Mar-2007 | 9,425.33 | 8,427.34 | 997.99 |
| 11 | 1-Apr-2007 | 9,425.33 | 8,461.26 | 964.07 |
| 12 | 1-May-2007 | 9,425.33 | 8,495.32 | 930.01 |
| 13 | 1-Jun-2007 | 9,425.33 | 8,529.51 | 895.82 |
| 14 | 1-Jul-2007 | 9,425.33 | 8,563.84 | 861.49 |
| 15 | 1-Aug-2007 | 9,425.33 | 8,598.31 | 827.02 |
| 16 | 1-Sep-2007 | 9,425.33 | 8,632.92 | 792.41 |
| 17 | 1-Oct-2007 | 9,425.33 | 8,667.67 | 757.66 |
| 18 | 1-Nov-2007 | 9,425.33 | 8,702.55 | 722.78 |
| 19 | 1-Dec-2007 | 9,425.33 | 8,737.58 | 687.75 |
| 20 | 1-Jan-2008 | 9,425.33 | 8,772.75 | 652.58 |
| 21 | 1-Feb-2008 | 9,425.33 | 8,808.06 | 617.27 |
| 22 | 1-Mar-2008 | 9,425.33 | 8,843.51 | 581.82 |
| 23 | 1-Apr-2008 | 9,425.33 | 8,879.11 | 546.22 |
| 24 | 1-May-2008 | 9,425.33 | 8,914.85 | 510.48 |
| 25 | 1-Jun-2008 | 9,425.33 | 8,950.73 | 474.60 |
| 26 | 1-Jul-2008 | 9,425.33 | 8,986.76 | 438.58 |
| 27 | 1-Aug-2008 | 9,425.33 | 9,022.93 | 402.40 |
| 28 | 1-Sep-2008 | 9,425.33 | 9,059.25 | 366.09 |
| 29 | 1-Oct-2008 | 9,425.33 | 9,095.71 | 329.62 |
| 30 | 1-Nov-2008 | 9,425.33 | 9,132.32 | 293.01 |
| 31 | 1-Dec-2008 | 9,425.33 | 9,169.08 | 256.26 |
| 32 | 1-Jan-2009 | 9,425.33 | 9,205.98 | 219.35 |
| 33 | 1-Feb-2009 | 9,425.33 | 9,243.04 | 182.30 |
| 34 | 1-Mar-2009 | 9,425.33 | 9,280.24 | 145.09 |
| 35 | 1-Apr-2009 | 9,425.33 | 9,317.59 | 107.74 |
| 36 | 1-May-2009 | 9,425.33 | 9,355.10 | 70.24 |
| 37 | 1-Jun-2009 | 8,127.48 | 8,094.90 | 32.58 |

Property Return Option

Upon the full payment of Lease Payment Nos. 1 through 36 of this Property Schedule, Lessee may terminate this Property Schedule by returning the Property to Lessor in accordance with the terms and

conditions set forth below. If Lessee has returned the Property in accordance with the terms and conditions set forth below, Lessee shall not be required to pay Lease Payment No. 37 of this Property Schedule and this Property Schedule shall be terminated.

Terms and Conditions of the Property Return Option

Lessee, at its sole expense, shall assemble and return the Property to Lessor by delivering such Property F.A.S. or F.O.B. to such location or such carrier (packed for shipping) as Lessor shall specify (not greater than 100 miles from Lessee's address). Lessee agrees that the Property, when returned, shall be in good condition and working order and in compliance with the manufacturer's specifications, and be free and clear of all liens and claims, other than those created by the Agreement and this Property Schedule. All components of the Property shall have been properly serviced, following the manufacturer's written operating and servicing procedures, such that the Property is eligible for a manufacturer's standard, full service maintenance contract without Lessor's incurring any expense to repair or rehabilitate the Property. If Lessee fails to return any Property in accordance with the terms and conditions hereunder prior to the payment date for Lease Payment No. 37, then, all of Lessee's obligations under this Property Schedule shall continue though the end of the Property Schedule's Term, including the payment of Lease Payment No. 37.

Contractor shall comply with the County Ordinance with respect to provision of
any duty to employees and have and adhere to a written policy that provides
that all employees who are located within San Mateo County shall receive from
the contractor on an annual basis, no less than five days of regular pay for actual
jury service in San Mateo County. The policy may provide that employees deposit
any fees received for such jury service with the contractor or that the contractor
deduct from the employee's regular pay the fees received for jury service.

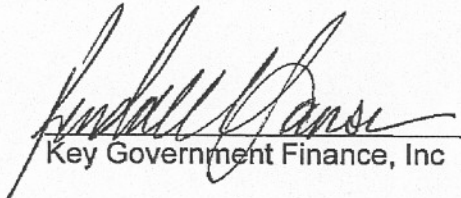
0/22/14
Date

Ray Government Finance, Inc.

March 28, 2006

Compliance with Contractor Employee Jury Service Ordinance.

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees who are located within San Mateo County, shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.


Key Government Finance, Inc

3/29/06
Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: Key Government Finance, Inc.
 Contact Person: Kendall Hansen
 Address: 1211 SW 5th Ave, Suite 400
Portland, OR 97204
 Phone Number: 503 790 7604
 Fax Number: 503 790 7574

II Employees

Does the Contractor have any employees? Yes No

Does the Contractor provide benefits to spouses of employees? Yes No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
- Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- No, the Contractor does not comply.
- The Contractor is under a collective bargaining agreement which began on _____ (date) and expires on _____ (date).

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this 7th day of November, 2005 at Portland
OR (State) (City)

[Signature]
Signature

Kendall Hansen
Name (Please Print)

Govt. Account Executive
Title

20-0259897
Contractor Tax Identification Number

CONTRACT INSURANCE APPROVAL

DATE: November 16, 2005

TO: Janine Keller, Risk Manager Ext. 4387 FAX: 4864 PONY: EPS 163

FROM: Tere Larcina, San Mateo Medical Center, Ext. 2280, FAX: 2267, PONY: HOS316MM

CONTRACTOR NAME: B. Braun Medical Inc.

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? No.

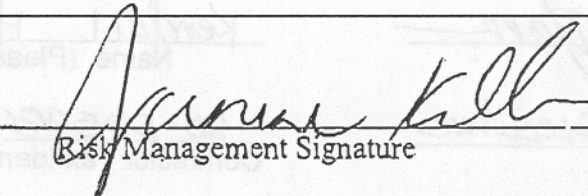
NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR: More than one.

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: Contractor will lease IV and PCA pumps to San Mateo Medical Center.

The following will be completed by Risk Management:

| INSURANCE COVERAGE: | Amount | Approve | Waive | Modify |
|---------------------------------|----------|--------------------------|-------------------------------------|--------------------------|
| Comprehensive General Liability | 1 Mil | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Motor Vehicle Liability | — | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Professional Liability | 1 Mil | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Workers' Compensation | Stateway | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

REMARKS/COMMENTS:


 Risk Management Signature

Date 11/17/05

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2005


| | | | |
|--|--|---|--------|
| AGENT (215) 567-6300 The Graham Company The Graham Building 1 Penn Square West Philadelphia, PA 19102 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED B. Braun Medical Inc. 824 12th Avenue Bethlehem, PA 18018 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: St. Paul Fire & Marine Ins. Co. | 24767 |
| | | INSURER B: Gerling America Insurance Company | 41343 |
| | | INSURER C: FM Global | |
| | | INSURER D: Illinois Union Insurance Company | 27960 |
| | | INSURER E: | |

COVERAGES:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------------|---|---------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products: Claims Made <input checked="" type="checkbox"/> Premises: Occurrence GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | TE06401979 | 12/31/2005 | 12/31/2006 | EACH OCCURRENCE \$ 5,000,000 |
| | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | |
| | MED EXP (Any one person) \$ 10,000 | | | | |
| | PERSONAL & ADV INJURY \$ 5,000,000 | | | | |
| | | | | | GENERAL AGGREGATE \$ 5,000,000 |
| | | | | | PRODUCTS - COMP/OP AGG \$ 5,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | TE06401980 | 12/31/2005 | 12/31/2006 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | BODILY INJURY (Per person) \$ | | | | |
| | BODILY INJURY (Per accident) \$ | | | | |
| | PROPERTY DAMAGE (Per accident) \$ | | | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ |
| | | | | | OTHER THAN EA ACC \$ |
| | | | | | AUTO ONLY: AGG \$ |
| B | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | 9000151CUP | 1/1/2006 | 1/1/2007 | EACH OCCURRENCE \$ 10,000,000 |
| | AGGREGATE \$ 10,000,000 | | | | |
| | | | | | \$ |
| | | | | | \$ |
| | | | | | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | WVA6403519 | 12/31/2005 | 12/31/2006 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER |
| | E.L. EACH ACCIDENT \$ 1,000,000 | | | | |
| | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 | | | | |
| | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 | | | | |
| C | Property | LR423 | 10/1/2005 | 12/31/2006 | Per Occurrence Loss Limit \$1,000,000,000 |
| D | Excess Automobile | H08019538 | 12/31/2005 | 12/31/2006 | 4,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Primary Auto Liability Policy is for All Other States (AOS). State Specific Auto Liability Policies are for Massachusetts #MA06400042; Virginia #TE06401982 and Canada #UXFLT00109. Property Policy has "Special Causes of Loss" Coverage.

| | |
|--|--|
| CERTIFICATE HOLDER Evidence of Insurance Attn.: Insurance Compliance | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|--|--|

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



B. Braun Medical Inc.

Telephone: (800) 345-7744 x 4069
Fax: (916) 457-1555
Email: eric.mork@bbraun.com

PROPOSAL

OUTLOOK® 100 INFUSION DEVICES (Model 620-100)

for

San Mateo Medical Center

March 22, 2006

Pricing good through May 2, 2006

EQUIPMENT: Outlook® 100 Safety Infusion System
MODEL #: 620-100
QUANTITY: 90 Outlook Devices

Outlook®100 includes:

- o DoseMode Standard Drug Library (hospital defined parameters)
- o DoseGuard™ medication error reduction software with therapeutic dosing limits (min/max) assigned by Hospital.

I. PURCHASE OPTION **\$ 211,500**
Outlook®100 (model #620-100) **\$ 2,350 each**

Payment Terms Net 30
Applicable Sales Tax Not Included
F.O.B. Origin

One Year Warranty Included

63 each N7516 IV Poles INCLUDED!

- o 70% of pumps receiving one N7516 IV Pole at no charge with P.O. by May 2, 2006.
- o With the purchase of 90 devices, SMMC will receive 63 IV Poles

Value Added Services Included

- o Software Programming
- o Device Check-In
- o Implementation Services by Trained Clinicians
- o Clinical User Training
- o Annual Clinical Training of Outlook for Life of Pumps!
- o Dose Error Reduction (DoseGuard™) Software
- o NO Annual Software Maintenance Fees!

II. EXTENDED WARRANTY **\$135.00/ pump/ year**

III. N7516 IV Poles **\$250 each**
6 Legged IV Pole with Heavy Duty Casters

PROPOSAL

CURLIN PAINSMART™ PCA PUMPS

for
San Mateo Medical Center
March 22, 2006

Pricing good through May 2, 2006

EQUIPMENT: Curlin PainSmart™ PCA Pump
MODEL #: 360-1200-E5
QUANTITY: 16 PainSmart Devices**

| | |
|---|--------------------------------|
| IV. PURCHASE OPTION | \$ 48,000 |
| Curlin PainSmart™ (model #360-1200-E5) | \$ 3,000 each |
| One Year Standard Vendor Warranty Included | |
| 2 "C" Size Alkaline Batteries | |
| 1 US AC Adapter | |
| 1 Hard Carrying Case | |
| 1 User's Manual | |
| 1 Certificate of Conformance | |
| Terms for Capital Equipment are FOB Origin and Net 30 Days. | |
| *Any customizations may require an additional charge. All pricing is exclusive of any additional warranties and applicable taxes. All transactions are pending credit approval. | |
| **With the purchase of 16 Curlin PainSmart™ Devices by May 2, 2006, San Mateo Medical Center will receive 2 PainSmart™ Pumps at no charge. | |
| Standard CMS License Kit (350-7044) | \$500 |
| *There is a one time \$500 Software Fee for the PainSmart™ Pump. This is NOT a per pump fee and does not vary with the number of pumps ordered. | |
| Lock Box – 250ml w/ Lockable Pole Clamp Green Lock Box (#360-0141L-02) | \$510.00 |
| Bolus Cord (#360-2005) | \$96.45 |
| V. EXTENDED WARRANTY (360-1200-E5W) | \$ 96.00/ pump/ year |
| VI. Curlin Set Pricing | |
| Amerinet Pricing | \$157.00 per case 20 / case |
| | \$7.85 each |

Attachment I

Assurance of Compliance with Section 504 of the
Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of and for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- a. () has no employees.
- b. () employs fewer than 15 persons.
- c. (✓) employs 15 or more persons and, pursuant to Section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Patricia L. Hartwell

Name of 504 Person - Type or Print

B. Braun Medical Inc.

Name of Contractor(s) - Type or Print

824 12th Ave.

Street Address or PO Box

Bethlehem

City

PA

State

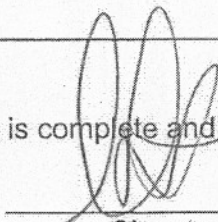
18018

Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

12/19/25

Date



Signature and Title of Authorized Official

Chief Compliance Officer

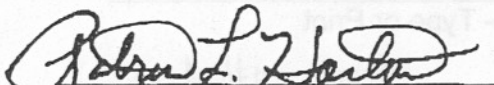
*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a handicapped person seeking its services, there is no method of complying with (the facility accessibility regulations)...other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

March 28, 2006

Compliance with Contractor Employee Jury Service Ordinance.

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.


B. Braun Medical Inc.

03/29/06
Date

COUNTY OF SAN MATEO

Equal Benefits Compliance Declaration Form

I Vendor Identification

Name of Contractor: B. Braun Medical Inc.
Contact Person: PATRICIA L HARTWELL
Address: 824 12th Ave, Bethlehem PA 18018
Phone Number: 800-523-9676
Fax Number: 610-861-5591

II Employees

Does the Contractor have any employees? [X] Yes [] No
Does the Contractor provide benefits to spouses of employees? [X] Yes [] No

If the answer to one or both of the above is no, please skip to Section IV.

III Equal Benefits Compliance (Check one)

- [X] Yes, the Contractor complies by offering equal benefits, as defined by Chapter 2.93, to its employees with spouses and its employees with domestic partners.
[] Yes, the Contractor complies by offering a cash equivalent payment to eligible employees in lieu of equal benefits.
[] No, the Contractor does not comply.
[] The Contractor is under a collective bargaining agreement which began on (date) and expires on (date).

ERISA through the Defense of Marriage Act.

IV Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

[Signature]
Signature
Director, Corporate Human Resources
Title

PATRICIA L HARTWELL
Name (Please Print)
19 December 2005
Date

