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LEASE SCHEDULE NO. \_\_\_\_\_

## ASSIGNMENT OF PURCHASE ORDER

### Introduction

\_\_\_\_\_ ("Customer") has entered into \_\_\_\_\_ attached hereto and incorporated herein by reference (the "Purchase Agreement") with \_\_\_\_\_ (the "Supplier") for the purchase of certain equipment described therein (the "Equipment"). In order to facilitate the Customer's leasing of the Equipment, the Customer wishes to assign its rights to purchase the Equipment to TEQLEASE, INC. ("Assignee") so that Assignee may lease the Equipment to the Customer. In the event of any conflict between the aforesaid documents and this assignment (the "Assignment"), the language of this Assignment shall control.

### Agreement

In consideration of the mutual undertakings herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Supplier, Customer and Assignee agree as follows:

1. Customer hereby assigns to Assignee all of Customer's rights to purchase the Equipment, and, subject to the terms and conditions herein contained and upon execution of the lease for the Equipment between the Customer and the Assignee and receipt of Assignee's form of Acceptance Certificate ("Acceptance Certificate") and receipt of an acceptable Master Lease and Equipment Schedule ("Lease"), as determined by Assignee in its sole discretion, duly executed by Customer and Assignee, Assignee assumes and agrees to perform Customer's obligations to pay the purchase price for the Equipment. Any other amounts due in connection with the purchase of the Equipment (including but not limited to taxes, freight, maintenance, set-up, installation and software) shall be billed to and paid directly by the Customer. The parties agree that progress payments made or to be made by the Customer have been made or will be made on behalf of the Assignee and shall be reimbursed by the Assignee to the Customer, and the Assignee will only be liable to the Supplier for the actual net amount still owing.
2. Customer shall remain liable to Supplier for the full performance of Customer's obligations under the Purchase Agreement (except to the extent provided in Paragraph 1 above), and Customer agrees to hold Assignee harmless from all loss, cost, damage and expense incurred as a result of Customer's failure to perform the obligations it retains hereunder with respect to the Purchase Agreement, or failure to obtain from Supplier a refund of any funds due from Supplier.
3. Upon delivery of each item of Equipment, title to such item of Equipment shall be conveyed to Assignee free and clear of all claims, liens and encumbrances arising under or through the Supplier or Customer. Until payment in full of the purchase price, the Supplier reserves a purchase money security interest in the Equipment.
4. All Equipment shall, on the date of acquisition by the Assignee, be newly manufactured depreciable personal property not used by any party prior to Assignee's acquisition thereof, for use by Customer for a period not exceeding ninety (90) days prior to Assignee's acquisition. Title to each item of the Equipment shall pass directly from Supplier to Assignee on the later of the date of delivery of such item to Customer or the date of this Assignment, and Supplier will invoice Assignee directly for such purchase.
5. Any warranties (express or implied) made by the Supplier shall vest in Assignee, shall be enforceable by Assignee or by Customer on behalf of Assignee, provided, however, Customer's enforcement of such warranties shall have no effect on the value and function of the Equipment.
6. The Assignee is purchasing the Equipment for lease to the Customer and, where permitted by applicable law, such purchase shall be considered a purchase for resale.
7. Assignee's purchase payment obligations to Supplier shall be net 30 days from the later of: (i) the date of installation of the last unit of Equipment as evidenced by Assignee's receipt of Assignee's form of Acceptance Certificate, and receipt of an acceptable Lease, as determined by Assignee in its sole discretion, duly executed by Customer and Assignee; (ii) receipt of Supplier's invoice listing all serial numbers and any related purchase documents; (iii) on more favorable terms if made available by Supplier. The Supplier shall, upon request, provide to Assignee any documents reasonably necessary to confirm that upon its payment of the purchase price the Equipment will be free and clear of all claims, liens and encumbrances.

8. In the event that Customer fails to accept the Equipment under the lease promptly upon its delivery, then Assignee shall have the right upon notice to Customer and Supplier to terminate this Assignment with respect to such Equipment, and the Customer shall thereafter directly assume its obligations to the Supplier under the Purchase Agreement.
9. The parties acknowledge that the Equipment listed herein may include software ("Software") in which Assignee shall have no ownership or other proprietary rights and no such title shall be transferred to Assignee hereunder. Customer agrees to enter into a license or other agreement for the use of the Software, and Customer agrees that, as between Assignee and Customer, Assignee shall be a third party beneficiary under such license or other agreement. Any Software agreement shall be separate and distinct from this Assignment, and Assignee shall not have any right or obligations thereunder or with respect to such Software.
10. Customer has reviewed and approved the form of Purchase Agreement. The Purchase Agreement and this Assignment represent the entire understanding of the parties with respect to the purchase of the Equipment. No modifications or additions to any of these documents which effect the purchase shall be made unless consented to in writing by Customer, Supplier and Assignee. This Assignment is valid only upon signature of all parties hereto.

**IN WITNESS WHEREOF**, the parties have duly executed this Assignment as of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Customer)

TEQLEASE, INC.  
(Assignee)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

Acknowledged and agreed to:

\_\_\_\_\_  
(Supplier)

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_