



**ASSIGNMENT OF PURCHASE ORDER,
PURCHASE AGREEMENT OR PURCHASE RIGHTS**

Effective Date: September 18, 20_____
Valid Period: September 18, 2009 to November 30, 20_____
Limit Amount: \$ _____

Introduction

County of Fresno, California ("Customer") has entered into or will enter into from time to time, Various Invoices substantially in the form attached hereto and incorporated by reference (the "Purchase Agreement") with _____ (the "Seller") for the purchase of certain equipment described therein (the "Products"). In order to facilitate the Customer's leasing of the Products, the Customer wishes to assign its rights to purchase the Products to Dell Financial Services L.L.C. ("Assignee") so that Assignee may lease the Products to the Customer. Subject to the terms contained below, this assignment ("Assignment") shall be valid for a period from _____ to _____ or up to a limit of \$ _____ in total Product cost (whichever occurs first). In the event of any conflict between the Purchase Agreements and this 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, Seller, Customer and Assignee agree as follows:

1. Customer hereby assigns to Assignee all of Customer's rights to purchase the Products, and, subject to the terms and conditions herein contained and upon execution of the lease for the Products 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 Schedule or Lease Agreement ("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 Products. Any other amounts due in connection with the purchase of the Products (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 Seller for the actual net amount still owing.
2. Customer shall remain liable to Seller 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 Seller a refund of any funds due from Seller.
3. Upon delivery of the Products, title to the Products shall be conveyed to Assignee free and clear of all claims, liens and encumbrances arising under or through the Seller or Customer. Until payment in full of the purchase price, the Seller reserves a purchase money security interest in the Products.
4. All Products 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 the Products shall pass directly from Seller to Assignee on the later of the date of delivery of such item to Customer or the date of this Assignment, and Seller will invoice Assignee directly for such purchase.
5. Any warranties (express or implied) made by the Seller 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 Products.
6. The Assignee is purchasing the Products 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 Seller shall be "net 10 days" from: (i) the Acceptance Date, Date of Acceptance (or other similar definition as found in the Lease) as determined in accordance with the terms of the Lease or as evidenced by a Certificate of Acceptance; and (ii) receipt of an acceptable Lease, as determined by Assignee in its sole discretion, duly executed by Customer and Assignee; and (iii) receipt of this Assignment, duly

executed by all the parties; and (iv) receipt of Seller's invoice listing the date of shipment and a complete Product description with serial numbers and any related purchase documents; or (v) on more favorable terms if made available by Seller. The Seller shall, upon request, provide to Assignee any documents reasonably necessary to confirm that upon its payment of the purchase price the Products will be free and clear of all claims, liens and encumbrances.

8. In the event that Seller fails to deliver the Products to Customer upon the earlier of (i) the terms stated in the Purchase Agreement or (ii) 30 days within Customer's order date or date of this Assignment or Customer fails to accept the Products under the lease promptly upon its delivery, then Assignee shall have the right upon notice to Customer and Seller to terminate this Assignment with respect to such Products, and the Customer shall thereafter directly assume its obligations to the Seller under the Purchase Agreement.
9. The parties acknowledge that the Products 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 Products. No modifications or additions to any of these documents which effect the purchase shall be made unless consented to in writing by Customer, Seller 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 _____, 200__.

County of Fresno, California
(Customer)

BY: Ben M. Toler
TITLE: ITSD Business Manager
DATE: _____

Dell Financial Services L.L.C.
(Assignee)

BY: _____
TITLE: _____
DATE: _____

Acknowledged and agreed to:

(Seller)

BY: _____
TITLE: _____
DATE: _____