

ASSIGNMENT, ASSUMPTION & INDEMNITY AGREEMENT

Agreement made this ____ day of _____, by and between _____, a _____ ("Assignor"), and Jefferson Capital, LLC, an Illinois limited liability company ("Assignee").

1. **ASSIGNMENT OF LEASE.** Assignor for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns and sets over unto Assignee on the date hereof, all of its right, title and interest in, under and to that Schedule _____ dated _____, 2010, of Master Lease Agreement No. _____ dated _____, 2010, between Assignor, as lessor, and Fenwal _____, as lessee (the "Lessee"), attached hereto as Exhibit A (said Schedule together with the terms of the Master Lease Agreement incorporated therein are referred to herein as the "Lease Agreement"), and any guaranty of Lessee's obligations thereunder, insofar as the forgoing relates to the Equipment listed on Exhibit B attached hereto (the "Equipment"). Such assignment includes all right, title and interest in the ____ [insert number of rental payments to be made] Rental Payments in the amount of \$_____ each payable on the first day of each month commencing _____ [insert first rent payment date] to and including _____ [insert last rent payment date].

2. **SALE AND ASSIGNMENT OF EQUIPMENT.** Assignor for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns and sets over unto Assignee on the date hereof, all of its right, title and interest in, under and to the Equipment, including but not limited to Assignor's rights to acquire the Equipment from CDW, Inc.

3. **CONSIDERATION.** In consideration of Assignor's sale and assignments made herein, Assignee agrees to pay CDW, Inc. an amount equal to \$_____ in full payment of the purchase price of the Equipment.

4. **OBLIGATIONS.** Assignee hereby agrees to accept and undertake to discharge each and every one of the obligations of Assignor under the Lease Agreement in accordance with the respective terms and conditions thereof, and subject to the limitations on liability of Assignor contained therein, which shall apply to Assignee as well as Assignor.

5. **REPRESENTATIONS AND WARRANTIES.** Assignor hereby represents and warrants to Assignee as follows:

a. **BINDING OBLIGATION.** Assignor has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby. This Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate and other action of Assignor and this Agreement constitutes the legal, valid and binding obligation of Assignor enforceable in accordance with its terms.

b. **TITLE.** Assignor has transferred to Assignee good and marketable title in and to the Lease Agreement, free and clear of all liens, claims, charges, equities and encumbrances of any kind or nature whatsoever, except for the (i) rights of Lessee under the Lease Agreement.

- c. **INCONSISTENT AGREEMENTS.** The making and performance by Assignor of this Agreement and the transactions contemplated hereby do not contravene any provisions of law applicable to Assignor and do not result (with or without the giving of notice or passage of time or both) in a breach of or constitute a default or, require any consent under, or result in the creation of any lien, charge or encumbrance upon the Lease Agreement pursuant to the terms of any credit agreement, indenture, mortgage, purchase agreement, deed or trust, security agreement, guarantee or other instrument to which Assignor is a party or by which Assignor may be bound or to which it or its property may be subject.
- d. **LEASE AGREEMENT.** To the best of Assignor's knowledge: The Lease Agreement has been duly executed and delivered, is in full force and effect, constitutes the valid and binding obligations of the Assignor and the Lessee thereunder, and is enforceable against Assignor and Lessee in accordance with its terms (subject to the laws of general application effecting creditor's rights); No defaults or conditions which, with the passage of time or giving notice or both, would constitute defaults, exist thereunder by Lessee or by Assignor; The Lease Agreement constitutes the entire agreement between Assignor and Lessee concerning the rental of the Equipment; The copy of the Lease Agreement annexed hereto as Exhibit A is a true, correct and complete copy of the Lease Agreement. Assignor has no knowledge of any facts which would impair the validity of the Lease Agreement or the value thereof; Lessee has not asserted any claims in reduction of Lease Agreement proceeds or any rights of set-off with respect thereto; there are no set-offs, counterclaims or defenses on the part of Lessee with respect to the obligations of Lessee to make payment under the Lease Agreement.
- e. **EQUIPMENT.** Any and all of Assignor's rights in the Equipment, including its right to acquire the Equipment from CDW, Inc. are free of all liens, claims and encumbrances, except for Lessee's rights under the Lease Agreement.

Assignee hereby represents and warrants to Assignor as follows:

- a. **BINDING OBLIGATION.** Assignee has full power and authority to enter into this Agreement and consummate the transactions contemplated hereby. This Agreement and the consummation of the transaction contemplated hereby have been duly authorized by all necessary corporate and other action of Assignee and this Agreement constitutes the legal, valid and binding obligation of Assignee enforceable in accordance with its terms.
- b. **INCONSISTENT AGREEMENTS.** The making and performance by Assignee of this Agreement and the transactions contemplated hereby do not contravene any provisions of law applicable to Assignee and do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or the passage of time or both) in a breach of or constitute a default or, require any consent under, or result in the creation of any lien, charge, or encumbrance upon the Lease Agreement pursuant to the terms of any credit agreement, indenture, mortgage, purchase agreement, deed of/or trust, security agreement, guarantee or to which it or its property may be subject.

6. INDEMNIFICATION. Assignor and Assignee shall each indemnify, defend and hold the other harmless from and against any and all claims or liabilities resulting from any misrepresentation by, or breach of warranty, covenant or agreement of, Assignor or Assignee set forth herein.

7. FURTHER ASSURANCES. Assignor, for itself and its successors and assigns, further covenants and agrees to execute and deliver, or to cause to be executed and delivered, all such reasonable further documents and instruments, for the better assuring, conveying and confirming unto Assignee and its successors and assigns, all and singular, the Lease Agreement hereby assigned and contemplated hereby, as Assignee and its successors and assigns shall reasonably request.

8. MISCELLANEOUS. This Agreement shall be governed by and interpreted under the laws of the State of Illinois without giving effect to the choice of law principles thereof. Should any provision of this Agreement be held illegal or unenforceable by a court of law, such provision shall be considered deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect. Headings used herein are for informational purposes only and shall not affect the meaning of the terms or the intent of the parties. The parties hereto shall be entitled to recover any out-of-pocket costs and expenses incurred in connection with the enforcement of this Agreement, including, without limitation, court costs and reasonable attorney's fees. This Agreement and the representations, warranties and covenants herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns and shall survive the execution and delivery hereof.

IN WITNESS WHEREOF, parties hereto have caused this Agreement to be executed on the day and year first above written.

(Assignor)

Jefferson Capital, LLC, (Assignee)

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____