



ASSIGNMENT OF INVOICE AND DISCLAIMER OF OWNERSHIP

This Agreement is attached to and made a part of that certain lease agreement, by and between Lessor and:

_____ as Lessee.

RECITALS

WHEREAS, Lessee ordered all or part of the Equipment (Equipment from the following Vendor(s), for purposes of expediting delivery or other benefit):

<u>Invoice No.</u>	<u>Date</u>	<u>Vendor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

WHEREAS, Lessee has been invoiced (Invoice) for the Equipment by Vendor, and

WHEREAS, Lessee may have paid all or a portion of the monies due to Vendor as indicated on the Invoice; and

WHEREAS, it was never the intent of Lessee to own the Equipment, but to include it as all or part of the Equipment that is the subject of the Agreement.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED that Lessor and Lessee agree as follows:

1. Lessee assigns to Lessor all right, title and interest in and to the Invoice from Vendor just as though the Invoice was made out to Lessor as the "Sold To."
2. Lessee assigns to Lessor all right, title and interest in and to the Equipment from Vendor just as though the Equipment had been sold directly to Lessor from Vendor and title transferred directly to Lessor from Vendor.
3. Lessee agrees to indemnify and hold Lessor free and harmless from the consequences of any liens or encumbrances against the Equipment and any taxes that are due or shall become due as a result of the actions being modified and redefined by the Agreement.
4. Lessor may agree to reimburse Lessee all monies paid to Vendor against the Invoice, and may pay to Vendor any remaining balance due on the Invoice just as though the Invoice had been issued directly to Lessor.
5. Upon acceptance of this Agreement and the Lease both by Lessee and Lessor, Lessor will have all right, title and interest in and to the Invoice and the Equipment, save those Lessee may have by virtue of its being Lessee under the Agreement.

Lessee acknowledges that all other terms and conditions of the Lease remain in full force and effect and are unchanged by this Agreement. A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original

Lessee

Signature

Print Name

Title

Date

Lessor

Signature

Print Name

Title

Date

