

EXHIBIT B

MASTER PURCHASE AGREEMENT

THIS MASTER PURCHASE AGREEMENT, dated as of November 13, 2007 (this "Agreement"), is entered into by and between CoACTIV CAPITAL PARTNERS LLC, with its principal office at 655 Business Center Drive, Suite 250, Horsham, PA 19044 ("Purchaser"), and IFC CREDIT CORPORATION with offices at 8700 Waukegan Road, Suite 100, Morton Grove, IL 60053 ("Seller").

WITNESSETH:

WHEREAS, Seller is in the business, among other things, of leasing and financing the acquisition of various types of equipment and other personal property to commercial users and, in connection therewith, enters into equipment lease agreements, lease schedules, loans and other agreements with users thereof (each, a "Lease" and collectively, the "Leases"); and

WHEREAS, Seller may, from time to time, offer to sell to Purchaser and Purchaser may agree to purchase from Seller, all of Seller's right, title and interest in and to certain Leases, with the exception of Seller's Retained Rights (as defined below) related thereto (each such Lease sold to Purchaser hereunder, a "Transaction" and, collectively, the "Transactions"), the lease agreements, schedules, promissory notes, security agreements, guarantees, security interests, and all other agreements, documents or instruments evidencing a payment obligation under, providing security for, or otherwise relating to a Transaction (including, without limitation, those described in Section 3.1(c) hereof, each a "Transaction Document" and collectively, the "Transaction Documents"), and a grant of a security interest in all of Seller's right, title and interest in all equipment and other personal property leased under or otherwise related to each

Transaction, whether now or hereafter acquired, together with any additions to, substitutions for, and accessories, attachments, parts and repairs now or hereafter incorporated in or affixed to or used in connection with any of the foregoing (collectively, the "Equipment") and certain other assets; and

WHEREAS, Seller and Purchaser desire that this Agreement serve as a master agreement which sets forth the terms and conditions governing any sale of Transactions by Seller to Purchaser. The aggregate Transactions and other assets described in Section 1.2(a) hereof sold by Seller to Purchaser on each Closing Date (hereinafter defined) shall be referred to as a "Portfolio" and each such Portfolio shall be sequentially numbered.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

PURCHASE AND SALE

Section 1.1 Definitions.

(a) "\$1.00-Out Lease" means a Lease having the buyout/termination characteristics traditionally ascribed to such term in the equipment leasing industry generally.

(b) "FMV Lease" means a Lease having the buyout/termination characteristics traditionally ascribed to such term in the equipment leasing industry generally.

(c) "Guaranteed Residual Amount" means any residual position(s) constituting part of the Specified Payments with respect to any Transaction and that is identified on an

Assignment.

(d) "Net Book Value" means the sum of all remaining Specified Payments for a Transaction discounted at the Discount Rate set forth in the applicable Assignment.

(e) "Non-Guaranteed Residual" means any residual position(s) with respect to any Transaction which is in excess of such Transaction's Guaranteed Residual Amount (if any).

(f) "Retained Rights" shall mean, with respect to any Transaction, title to the related Equipment, including all tax benefits and other rights thereto, but subject to the first priority security interest therein granted to Purchaser.

(g) "Specified Payments" means and includes, with respect to each Transaction, any of the following which have been identified on any Assignment and the related Closing Letter as amounts to be retained by Purchaser: (i) the monthly or periodic amounts the Obligor is required to pay under the terms of the applicable Transaction Documents, (ii) any Guaranteed Residual Amount and (iii) any security deposit on a Transaction not deducted from the Initial Purchase Price paid by Purchaser, in which case Seller shall retain such security deposit(s) and Seller shall remain obligated to the applicable Obligor(s) for such security deposit(s) in accordance with the terms and conditions of the applicable Transaction Documents. The Specified Payments do not include Retained Rights or Non-Guaranteed Residual amounts, and may or may not be identical to the lease/loan payments as described on the Transaction Documents (but in such event, Purchaser shall be entitled to the aggregate amount of Specified Payments with respect to a Transaction before Seller is entitled to any Additional Purchase Price payments with respect thereto).

Section 1.2 Agreement to Purchase and Sell.

(a) In reliance upon the representations and warranties hereinafter set forth herein and in any assignment executed by Seller identifying the Transactions to be purchased by Purchaser hereunder and thereunder, and the Specified Payments with respect thereto (each, an "Assignment"), and subject to the fulfillment of all the terms and conditions of this Agreement and any such Assignment, Seller shall:

(i) sell, assign, transfer, deliver, set over and convey to Purchaser, finally without recourse or reversion, all right, title and interest of Seller in and to each Lease representing a Transaction that is the subject of such Assignment and the related Transaction Documents (including, without limitation, all of Seller's rights, benefits and remedies thereunder, but excluding Seller's Retained Rights and any obligations of Seller thereunder); and

(ii) grant or assign to Purchaser a first priority security interest in and to (A) all Equipment and other collateral securing the Transactions that are the subject of such Assignment, whether now or hereafter acquired, and any additions to, substitutions for, and accessories, attachments, parts and repairs now or hereafter incorporated in or affixed to or used in connection with any of the foregoing (collectively, the "Collateral"), (B) any insurance policy now or hereafter covering the Equipment or other Collateral relating to Transactions and (C) the proceeds of any of the foregoing (collectively, the "Security Interest Assets"), all in order to secure the due payment and performance of all of Seller's obligations under this Agreement, each Assignment, the Servicing Agreement and any other agreements between Seller and Purchaser, and to further secure the due

payment to Purchaser of all Specified Payments. Seller acknowledges and agrees that Purchaser is under no obligation to purchase any Transactions hereunder, which purchases shall be in Purchaser's sole and absolute discretion.

(b) EACH SALE OF TRANSACTIONS AND RELATED TRANSACTION DOCUMENTS UNDER THIS AGREEMENT IS INTENDED TO BE (AND SHALL BE TREATED AS) A TRUE AND ABSOLUTE SALE OF THE INTERESTS OF SELLER AS PROVIDED HEREIN AND SHALL NOT BE CONSTRUED AS A PLEDGE BY THE SELLER TO THE PURCHASER TO SECURE A LOAN OR EXTENSION OF CREDIT BY PURCHASER TO SELLER. However, in the event that, notwithstanding the intent of the parties, any sale is for any reason instead deemed to be a loan, financing or other extension of credit, then and only then (i) this Agreement shall be deemed, effective as of the date hereof, to be a security agreement with the meaning of the Uniform Commercial Code of the Commonwealth of Pennsylvania and (ii) each conveyance by Seller to Purchaser provided for in this Agreement shall be deemed, effective as of each Closing Date, to be an assignment and a grant by Seller to Purchaser, and Seller does hereby grant and assign to Purchaser, a lien on and security interest in and to all rights and benefits (but not any obligations) of Seller in: (A) each Lease representing a Transaction that is the subject of such Assignment and the related Transaction Documents (including, without limitation, all of Seller's rights, benefits and remedies thereunder), (B) all Equipment and other Collateral securing the Transactions that are the subject of such Assignment, (C) any insurance policy now or hereafter covering the Equipment or other Collateral relating to Transactions and (D) the proceeds of any of the foregoing, to secure the due payment and performance of all of Seller's obligations under this

Agreement, each Assignment, the Servicing Agreement and any other agreements between Seller and Purchaser, and to further secure the due payment to Purchaser of all Specified Payments.

Section 1.3 Purchase Price.

(a) The initial installment of the purchase price for Seller's right, title and interest in the assets acquired pursuant to any Assignment (the "Initial Purchase Price") will be determined for each Portfolio by discounting the aggregate amount of the Specified Payments for such Portfolio to their net present value utilizing a discount rate agreed to by the parties (the "Discount Rate"). The amount of the Initial Purchase Price and related Discount Rate will be set forth in a closing letter (each, a "Closing Letter") to be executed by the parties prior to the applicable Closing Date.

(b) The amount of the Initial Purchase Price for each Portfolio assumes that the unpaid balance information contained in the Schedule of Transactions set forth on the applicable Assignment is true and correct as of the applicable Closing Date, and if such unpaid balance information proves to be inaccurate or incorrect, the Initial Purchase Price will be adjusted accordingly, and Seller or Purchaser, as the case may be, shall upon demand setting forth the required adjustments (utilizing the same method of calculation of the Initial Purchase Price set forth in Section 1.3(a) and the same Discount Rate set forth in the applicable Closing Letter) immediately pay the other the amount of the adjustments.

(c) At the closing of the sale of each Portfolio hereunder (each, a "Closing", and the date of such Closing, the "Closing Date"), Purchaser shall pay to Seller the aggregate Initial Purchase Price with respect to such Portfolio, less an amount representing fifty (50%)

percent of any security deposits held by Seller to secure the obligations of Obligors, as described on Schedule A to each Assignment. Seller's obligations under this Section shall survive the consummation of the transactions contemplated by this Agreement or any Assignment.

(d) Upon Purchaser's having received payment in full of all Specified Payments due to Purchaser and any Residual Payment Amounts in lieu of a Guaranteed Residual Amount with respect to a Transaction hereunder, and provided no amounts (excluding Specified Payments on other Transactions) are owing at such time from Seller to Purchaser under this Agreement, any Assignment or the Servicing Agreement, Purchaser shall (i) execute a release of its security interests in the Equipment and other Collateral related to such Transaction, and any insurance covering such Equipment and Collateral, "AS IS" and "WHERE IS", without recourse to, or representation or warranty express or implied by, Purchaser, but free and clear of all liens and encumbrances created by Purchaser, and (ii) from and after such date, Purchaser shall pay additional purchase price to Seller with respect to such Transaction ("Additional Purchase Price") equal to one hundred percent (100%) of any amounts received in the Lockbox, the Lockbox Account or by Servicer or CoActiv (provided such amounts are forwarded to the Lockbox or Lockbox Account if initially received by Servicer or CoActiv for the accounting described in Section 2.2(c) of the Servicing Agreement prior to being finally released by Servicer) representing (without duplication) (A) scheduled lease or rental payments in excess of or in addition to the Specified Payments with respect to such Transaction (but excluding any Servicing Fees with respect to such Transaction, to which Seller shall only be entitled as provided in the Servicing Agreement) and (B) Seller's interest in Non-Guarantee Residuals. Purchaser acknowledges and agrees that the Transactions purchased hereunder shall not be cross-collateralized or cross-defaulted with respect to payments due from Obligors thereunder,

meaning that the Collateral for one Transaction purchased hereunder does not constitute collateral for or secure payment obligations of Obligors under any other Transaction purchased hereunder, and an event of default by an Obligor under one Transaction does not constitute an event of default under any other Transaction, except where expressly provided otherwise in the Transaction Documents.

Section 1.4 No Assumption of Obligations or Liabilities. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT OR IN ANY OTHER AGREEMENT BETWEEN THE PURCHASER AND SELLER, ALL OBLIGATIONS, DUTIES, RESPONSIBILITIES AND LIABILITIES OF SELLER RELATED TO OR ARISING OUT OF THE EQUIPMENT OR ANY OTHER COLLATERAL, OR UNDER THE TRANSACTIONS, THE TRANSACTION DOCUMENTS OR ANY OTHER AGREEMENTS BETWEEN SELLER AND ANY OBLIGOR OR ANY OTHER PERSON, WHETHER TO BE PERFORMED PRIOR TO, ON OR AFTER THE APPLICABLE CLOSING DATE, SHALL REMAIN WITH SELLER AND CONTINUE TO BE SELLER'S OBLIGATIONS, DUTIES, RESPONSIBILITIES AND LIABILITIES, AND NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A TRANSFER TO, OR AN ASSUMPTION BY, PURCHASER OF ANY SUCH OBLIGATIONS, DUTIES, RESPONSIBILITIES OR LIABILITIES.

Section 1.5 Acquisition of Portfolios. With respect to each Portfolio purchased hereunder, Seller shall execute an Assignment which will be subject to and become a part of this Agreement. To the extent not superseded by the Assignment, all terms, conditions, representations, warranties, covenants and obligations of Seller and Purchaser set forth in this

Agreement shall govern the acquisition by Purchaser from Seller of each Portfolio subject to such Assignment. All conditions to Closing set forth in Section 3.1 of this Agreement shall be satisfied by the respective parties at or prior to the Closing of each Assignment.

Section 1.6 Review Period; Repurchase. Notwithstanding anything contained hereto to the contrary, Purchaser shall have a period of thirty (30) days from its receipt of the original Transaction Documents with respect to each Portfolio (the "Review Period") to complete a legal review and approve the Transaction Documents related to such Closing Date. In the event any Transaction Documents are not acceptable to Purchaser's legal counsel, the Transaction and related Transaction Documents shall be reassigned to Seller as if it were repurchased pursuant to Section 5.1, and Seller shall within five (5) calendar days pay Purchaser an amount equal to the Initial Purchase Price paid by Purchaser for such Transaction, less any Specified Payments already received by Purchaser.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of Seller. Seller hereby makes, as of the date of this Agreement and as of each Closing Date of any acquisition memorialized by a Assignment, the following representations, warranties and covenants to Purchaser:

(a) Organization, Power and Qualification.

(i) Seller is an Illinois corporation duly organized, validly existing and in good standing under the laws of the State of its formation, and is duly licensed and qualified to engage in its regular course of business in each jurisdiction in which the character of its

properties or the nature of its activities requires such qualifications, except where the failure to be so qualified, licensed or in good standing would not affect the enforceability of any Transaction or Transaction Document;

(ii) Seller has full power and authority to enter into this Agreement and each Assignment and to take any action and execute any documents required by the terms hereof and thereof;

(iii) Each of this Agreement and each Assignment has been duly authorized by all necessary proceedings of Seller, has been duly and validly executed and delivered by Seller, and, assuming due authorization, execution and delivery by Purchaser, are legal, valid and binding obligations of Seller, enforceable against Seller in accordance with the terms hereof and thereof, except as such enforcement may be limited by (A) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws, now or hereafter in effect, relating to or affecting the rights, powers, privileges, remedies or interests of creditors generally, (B) rules or principles of equity affecting enforcement of obligations generally, whether at law, in equity or otherwise, or (C) the exercise of the discretionary powers of any court or other authority before which a proceeding may be brought seeking equitable remedies, including, without limitation, specific performance and injunctive relief (each, a "Bankruptcy Exception");

(iv) No consent, approval, authorization, order, registration or qualification of, or with, any person, or of, or with, any court or regulatory authority or other governmental body having jurisdiction over Seller, the absence of which would adversely affect the legal and valid execution, delivery and performance by Seller of this Agreement, any

Assignment, or the documents and instruments contemplated hereby or thereby or the taking by Seller of any actions contemplated herein or therein, is required;

(v) None of the execution and delivery of this Agreement or any Assignment, the consummation of the transactions contemplated hereby or thereby, or the fulfillment of or compliance with the terms and conditions of this Agreement or any Assignment by Seller, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any federal, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which Seller is now a party, or by which Seller or any of Seller's property is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of the charter or by-laws of Seller;

(vi) The sales and purchases contemplated by this Agreement and any Assignment will each be made in the ordinary course of the business of Seller and will not constitute a sale of all or substantially all of the assets of Seller; and

(vii) The principal executive office of Seller is the address stated with respect to Seller in the recitals above.

(b) Accuracy of Information. All information, in whatever form provided by Seller to Purchaser concerning this Agreement or any Transaction, including, without limitation: (i) the legal names and addresses of Obligors, (ii) the amount, due dates and monthly payment stream of payments due under Transaction Documents, (iii) descriptions of Transaction Documents, (iv) stated residual values or Guaranteed Residual Values, (v) cash flows,

(vi) delinquencies and (vii) the amount of all security deposits, certificates of deposit or other Collateral held by Seller as security for Transaction obligations, have been provided with the knowledge that Purchaser has been induced to enter into this Agreement and to execute any Assignment and to purchase each Portfolio on the terms agreed upon in reliance on such information, and Seller warrants that all such information is accurate and correct in all material respects.

(c) Transaction Representations.

(i) Except for the interests of Seller's interim financing lenders with respect to the Transactions, Seller owns each Portfolio purchased by Purchaser from Seller pursuant to each Assignment under this Agreement free and clear of all mortgages, liens, pledges, security interests or other encumbrances of any kind (collectively, "Liens") and has full right to transfer its right, title and interest in each Portfolio to Purchaser, and each Closing with respect to a Portfolio hereunder and under any Assignment will constitute: (A) a valid sale, transfer and assignment to Purchaser of all of Seller's right, title and interest in the applicable Portfolio free and clear of all Liens and (B) the grant or assignment to Purchaser of a valid first priority security interest in the applicable Security Interest Assets, with the exception of titled vehicles for which Seller will name Purchaser first lien holder.

(ii) Any Liens held by Seller's interim financing lenders with respect to each Portfolio shall be either fully released or assigned to Purchaser through the filing of UCC-3 assignment or termination statements by Seller with all appropriate jurisdictions and Seller's provision of file-stamped copies thereof to Purchaser as promptly as possible after Purchaser's

payment of the Initial Purchase Price therefor to Seller (or such interim financing lenders with Seller's consent).

(iii) Each Transaction and Transaction Document is genuine (whether existing as an original or a faxed copy) and represents a valid obligation of each lessee, borrower, guarantor, pledgor and/or each other party named therein or which is obligated to make Specified Payments on any Transaction or Transaction Document (each, an "Obligor") under such Transaction, and each such Transaction Document is enforceable against each Obligor in accordance with the terms thereof, subject to the Bankruptcy Exception;

(iv) Each Transaction Document contains an unconditional obligation of each Obligor to pay all amounts set forth therein, and is free from dispute, set off, defense, counterclaim or recoupment of any kind, and is non-cancelable for the duration of its term;

(v) Each Transaction was originated by Seller in the ordinary course of Seller's business in connection with the sale or lease of one or more units of new or used Equipment intended for commercial or other business use, and the cost of all Equipment and all costs, fees and expenses incurred by Seller in connection with each such Transaction and any Transaction Document have been paid;

(vi) Seller was, at the time such Transaction was originated, duly licensed, if necessary, and qualified and in good standing to engage in its regular course of business in each jurisdiction in which the character of its properties or the nature of its activities then required such qualification, except where the failure to have been so qualified, licensed or in

good standing would not affect the enforceability of any Transaction or of any Transaction Document, and Seller had full and legal power and authority to enter into such Transaction;

(vii) Seller has delivered or will deliver to Purchaser the sole and exclusive original or original counterpart (or a certified copy thereof and an original copy of the applicable schedule in the case of a master lease or master loan agreement) of each Transaction Document; In the event that Seller received delivery of the signature on a Transaction Document via facsimile and Seller's only "authoritative" copy of such Transaction Document (as defined in Section 9-105 of the Uniform Commercial Code) is such facsimile version, such original faxed copy of the Transaction Document shall be delivered to Purchaser and deemed to be the original for all purposes so long as any other copies of such Transaction Document are marked as not being the authoritative copy;

(viii) The Transaction Documents are in the forms previously provided to Purchaser, and there are no material modifications to such forms;

(ix) The terms and conditions contained in the Transaction Documents correctly reflect the entire agreement between the parties thereto and there are no other written agreements or representations, or any oral agreements by Seller, in connection therewith;

(x) As of the applicable Closing Date, except in cases where there is a deposit or program fee received that is greater than one (1) monthly payment, each Obligor who has a payment owing has made at least one (1) timely monthly payment, exclusive of advance payments; no Transaction is delinquent for more than thirty (30) days in the payment of any amount due thereunder; no "Event of Bankruptcy" (as defined below) has occurred with respect

to any Obligor, and no other default exists under any Transaction Document; nor has any Obligor thereunder failed generally to, or admitted in writing its inability to, pay its debts as they become due. For purposes of this Agreement, an “Event of Bankruptcy” means the occurrence of either of the following events: (A) a court of competent jurisdiction shall enter a decree or order for relief in respect of such person in any involuntary case under applicable bankruptcy and solvency or similar laws now or hereafter in effect, or appoint a receiver, liquidator, custodian, trustee, sequestrator or other similar official of such person to offer any substantial part of its property or order the winding up or liquidation of its affairs, or (B) such person shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or consent to the entry of an order for relief in any proceeding under any such law, or shall consent to the appointment of, or taking possession by a receiver, liquidator, trustee, custodian, sequestrator or other similar official of such person of, any substantial part of its property, or shall make any fraudulent conveyance, general assignment for the benefit of creditors, or take any action in furtherance of any of the foregoing;

(xi) Except as set forth on Schedule A to the applicable Assignment, as of the applicable Closing Date, Seller has not, directly or indirectly, in any way extended or otherwise restructured the payment terms or any other term or condition of any Transaction Document or made any extension or other accommodation to any Obligor for purposes of changing or beneficially affecting the delinquency status of any Transaction;

(xii) Schedule A to the applicable Assignment correctly reflects, as of the applicable Closing Date, for each Transaction, the name of each Obligor, the periodic

installments of rent, the number of periodic installments remaining to be paid on such Transactions and the total Specified Payments payable with respect to each Transaction;

(xiii) Except as set forth on Schedule A to the applicable Assignment, as of the applicable Closing Date, no rental, installment or other amount due on a Transaction after the applicable Cut-off Date has been prepaid;

(xiv) To the best of Seller's knowledge, each Transaction Document complied and continues to comply with all applicable state, federal, local and other laws, rules, regulations and requirements in effect from its initial date of execution through the applicable Closing Date, with respect to the creation of such obligations, the billing or collection of discounts, fees or similar charges, the amount of interest or other charges which may be collected and the disclosure of discounts, fees, interest or other charges;

(xv) Each Transaction Document is in full force and effect, and, to the best of Seller's knowledge, there are no claims, suits, actions, arbitrations or other proceedings or governmental investigations, including, without limitation, any counterclaims or claims by any Obligor, pending, or, to the best of Seller's knowledge, threatened, against Seller relating to any Transaction or the acquisition, collection or administration of any Transaction. Seller has not received any notice of, nor to the best of Seller's knowledge, is there any valid basis for any claim against, or assertion of liability against, Seller relating to any Transaction, or the acquisition, collection or administration thereof. Seller has not been the subject of any proceeding, nor, to the best of Seller's knowledge, has there been any investigation by or before any regulatory authority in connection with Seller's business practices with respect to any Transaction, or the acquisition, collection or administration thereof;

(xvi) Any down payment or advance rental that may be required with respect to any Transaction has been fully paid in cash and no part thereof has been loaned, directly or indirectly, by Seller, and all amounts payable to any broker, vendor or supplier have been paid in full;

(xvii) All Collateral leased or sold to the Obligors has been delivered to, and unconditionally accepted by, the Obligors and all vendors paid;

(xviii) Except in regard to \$1.00-Out Transactions with an original equipment cost less than \$25,000 and FMV Transactions with an original equipment cost less than \$50,000 and except for the interests of Seller's interim financing lenders that shall be fully released or assigned to Purchaser upon its payment of the Initial Purchase Price to Seller or (with Seller's consent) such interim financing lenders, Seller either owns or has a valid, first priority purchase money security interest in the Collateral and any insurance thereon, free and clear of any superior lien, security interest or other encumbrance (collectively, a "Lien"), and, except for the interest of Seller's interim financing lenders to be released or assigned to Purchaser upon Purchaser's payment of the Initial Purchase Price and except as set forth on Schedule A to the applicable Assignment, Seller has not previously assigned, sold or hypothecated any interest that it may have in or under any Transaction, any Collateral or any insurance thereon;

(xix) The Equipment relating to each Transaction is properly insured as required by the terms of the Transaction Documents, either by insurance obtained by the Obligor or through a policy of insurance maintained by Seller, in each case naming Seller and its assigns as loss payee and additional insured; If an Obligor does not maintain such insurance coverage, Seller has obtained such insurance coverage with respect to the Equipment relating to the

Transaction of each such Obligor through either ALI, Premier or another insurer mutually acceptable to Seller and Purchaser. If charges are added to the monthly payments due from an Obligor due to its failure to maintain insurance coverage, Seller shall be entitled to retain, for its own account, such any such additional charges paid by an Obligor so long as Seller continues to maintain the insurance coverage on such Equipment.

(xx) As of the applicable Closing Date, all outstanding taxes, fees, charges or assessments levied or assessed against each Transaction being sold pursuant to an applicable Assignment or the Equipment that is the subject of such Transaction at any time prior to the applicable Closing Date have been fully paid by Seller or by the Obligor, as the case may be, except to the extent that such taxes, fees, charges or assessments are being contested in good faith and by appropriate and lawful proceedings diligently contested and for which adequate reserves or other appropriate provisions shall have been made;

(xxi) There are no oral or written agreements of any kind between Seller and any other person, company or entity (including, without limitation, brokers, vendors, Obligors and governmental bodies) which will or may materially and adversely affect Purchaser's interests in or to any of the Transactions, Transaction Documents, the Collateral or any insurance thereon;

(xxii) Except to the extent required by "private label" leasing arrangements, Seller has not conducted business under any trade name, fictitious name or any other legal name except for BlueDot Funding, Pioneer Capital Corporation of Texas, FIRSTCORP, First Portland Corporation, FPC Funding II, LLC and Spectrum Medical Leasing;

(xxiii) No Obligor has an agreed upon (orally or in writing) right under any Transaction Document or any other agreement to buy out or terminate a Transaction prior to the completion of its original term unless such right is expressly set forth in the Transaction Documents delivered to Purchaser;

(xxiv) Seller has not received actual written notice from any Obligor of a bulk sale (or pending bulk sale) of such Obligor's assets, or notice of any Obligor's attempt to assign its rights under its Transaction Documents or sublease the Equipment;

(xxv) Seller has no ongoing maintenance or service obligations with respect to any of the Collateral;

(xxvi) Seller has made no warranties to Obligors under the Transactions;

(xxvii) At and on the applicable Closing Date, upon the payoff of Seller's interim financing lenders (who will be paid such amounts on the Closing Date out of the Initial Purchase Price paid by Purchaser), Seller will have the absolute right to sell and transfer all interests it may have in and to the Portfolio that is the subject of the applicable Assignment, and to grant security interests in all Security Interest Assets pertaining thereto, and none of the applicable Transaction Documents contains a prohibition against such sale, assignment or grant; and

(xxviii) Each Transaction in which the applicable Equipment is a motor vehicle is in the form of an equipment finance agreement, or a "lease intended as security" and

not a "true" lease; the security interest of Purchaser is noted on the vehicle title or an application therefor has been filed and copies thereof delivered to Purchaser.

(d) Brokers. No person acting on behalf of Seller is or will be entitled to any brokers' or finders' fee or any other commission or similar fee, directly or indirectly, as a result of or arising out of the sale of any Portfolio from Seller to Purchaser hereunder or pursuant to any Assignment.

(e) Knowledge. For the purpose hereof, the term "to the best of Seller's knowledge" means the actual knowledge, after reasonable inquiry and investigation, of the officers of Seller.

Section 2.2 Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller as follows:

(a) Organization, Power and Qualification.

(i) Purchaser has full power and authority to enter into this Agreement and to take any action and execute any documents required by the terms hereof and thereof; and

(ii) This Agreement has been duly authorized by all necessary proceedings of Purchaser, has been duly and validly executed and delivered by Purchaser, and, assuming due authorization, execution and delivery by Seller, are legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with the terms hereof and thereof, except as such enforcement may be limited by any Bankruptcy Exception.

ARTICLE III

CONDITIONS TO PURCHASE

Section 3.1 Conditions Precedent to Purchase. Purchaser's obligation to purchase any Portfolio on any Closing Date is subject to the fulfillment or prior written waiver by Purchaser of each of the following conditions precedent, each in form and substance satisfactory to Purchaser and its counsel:

(a) Seller shall have duly executed and delivered to Purchaser (i) an Assignment for the Portfolio being purchased at such Closing, substantially in the form of Exhibit A annexed hereto, (ii) a related Closing Letter and (iii) a Servicing Agreement between Seller and Purchaser providing for the servicing of the related Transactions from and after the Closing Date;

(b) Simultaneously with Purchaser's payment of the Initial Purchase Price, Seller or Seller's lenders shall deliver to Purchaser the original copies of the Transaction Documents for each Transaction, which shall consist of the following documents (collectively, the "Transaction File"):

(i) the original counterpart of each lease agreement, conditional sale agreement, or secured note evidencing the Transaction, together with all amendments, riders and supplements thereto identified on Schedule A to the Assignment; *provided*, to the extent any Transaction is evidenced by a schedule to a Master Lease Agreement or Master Loan Agreement, it shall be a requirement of Closing that the original Schedule and a certified copy, rather than the original, of the Master Lease Agreement or Master Loan Agreement referenced by such Schedule be delivered to Purchaser;

(ii) the original counterpart of each guaranty, security agreement, pledge agreement and any other agreement securing or guaranteeing any of the obligations under the Transaction;

(iii) acknowledgment copies of UCC-1 financing statements designating the Obligor, as debtor, and Seller, as secured party, filed by Seller at its expense, in the appropriate location for all \$1.00-out Transactions in excess of \$25,000 and FMV Transactions in excess of \$50,000;

(iv) copies of documentation relating to the purchase of the Equipment (and the related contract, if applicable) and invoices evidencing Seller's title to the Equipment;

(v) evidence that either the applicable Obligor or Seller has obtained insurance on all Equipment related to each Transaction with Seller and its assigns named as a loss payee and additional insured;

(vi) if applicable, Seller shall have delivered to Purchaser a copy of the original title to any motor vehicle constituting Equipment reflecting only the lien of Seller and a copy of the application to the Motor Vehicle Bureau of each state where each such motor vehicle is titled to name Purchaser as first lien holder; and

(vii) any other documents relating to any of the foregoing or otherwise evidencing a payment obligation under, providing security for, or otherwise relating to the Transaction.

(c) To the extent obtainable, Seller shall have delivered to Purchaser, in computer readable form by Purchaser (together with original documents), all payment histories, collection data, monthly payment streams and other records in Seller's data base or possession relating to each assigned Transaction, or shall provide Purchaser with electronic access to such information;

(d) Seller shall have delivered to Purchaser a Secretary's Certificate in form and substance satisfactory to Purchaser;

(e) Seller shall have delivered to Purchaser a "paid proceeds" letter from each lender or other party holding a security interest in the Equipment, the Transaction Documents or any item of Collateral that is the subject of the applicable Assignment, and such "paid proceeds" letters shall authorize the filing of UCC-3 assignment or termination statements to be filed in all applicable jurisdictions in order to comply with Seller's obligations under Section 4.1(f) hereof;

(f) Seller shall not have suffered any material adverse change, nor shall any material adverse change be threatened, in the financial condition, business or operations of Seller since the date of Seller's most recent financial statement delivered to Purchaser.

(g) Purchaser shall have prepared UCC-1 financing statements and caused them to be filed or recorded at Purchaser's expense in all appropriate places (and Seller hereby authorizes Purchaser to make all such filings), and taken all other actions necessary to perfect (i) the ownership interest granted by Seller to Purchaser in each Portfolio subject to an Assignment and (ii) the first priority security interest granted by Seller to Purchaser in the Portfolio and the related Security Interest Assets.

(h) Seller shall have delivered to Purchaser a Notice to Obligor addressed to each Obligor notifying the Obligor of the assignment of the Transaction. Purchaser shall hold all such notices and only deliver them to an Obligor as provided in the Servicing Agreement; and

(i) Seller shall have delivered to Purchaser and/or caused to be performed such other items that may be reasonably requested by Purchaser.

ARTICLE IV

COVENANTS OF SELLER

Section 4.1 Seller shall comply with the following.

(a) Seller will, from time to time, do and perform any and all acts and execute any and all documents (including, without limitation, the preparation, filing, amendment or supplementation of any financing statements and continuation statements relating to the Transactions that are the subject of each Assignment and/or the interests purchased or pledged pursuant hereto and thereto for filing under the provisions of the Uniform Commercial Code of any applicable jurisdiction, the execution, amendment or supplementation of any instrument of transfer, and the making of notations on the records of Seller and on certificates and other documents of title) as may be reasonably requested by Purchaser in order to effect the purposes of this Agreement and each Assignment and the sale contemplated hereunder and thereunder and to perfect and protect the ownership and security interests of Purchaser in the Portfolio and Security Interest Assets that are the subject of each Assignment and the proceeds thereof against all other persons;

(b) Seller will give Purchaser at least thirty (30) days' prior written notice of any relocation of its state of incorporation or its chief executive office, and Seller will at all times maintain its place of incorporation and its chief executive office within the United States;

(c) To the extent not payable by an Obligor under any of the Transaction Documents, Seller agrees that it shall, if required by applicable law, pay and discharge or cause to be paid and discharged, all taxes and fees (excluding any taxes on Purchaser's net income) which arise prior to the applicable Closing Date in connection with the sale, lease, use or ownership of the Equipment covered by an assigned Transaction, including filing any required personal property tax rendition, and Seller further indemnifies and holds Purchaser harmless from and against all claims, losses and damages arising as a result of a breach by Seller of the foregoing agreement;

(d) Seller shall not permit the return or repossession of any Equipment or the modification of any Transaction Document on or after the applicable Closing Date, except to the extent previously authorized by Purchaser in writing, and agrees, at Purchaser's expense, to assist Purchaser, upon Purchaser's request, in the enforcement of any of Purchaser's rights and remedies under any Transaction Document; and

(e) It is agreed and acknowledged with respect to each Portfolio acquired hereunder that from and after the Closing Date relating to such Portfolio: (i) all payments with respect to Transactions constituting part of such Portfolio (including, without limitation, lease payments, ancillary fees and charges and tax payments) shall be made by Obligors directly to the Lockbox and Lockbox Account established by Purchaser and described in the Servicing Agreement, (ii) such payments are not to be collected by Seller or any of its affiliates and (iii)

Seller shall take all actions necessary to ensure that Obligors make all such payments to the Lockbox and Lockbox Account and not to Seller or any of its affiliates. If, notwithstanding the foregoing, Seller or any of its affiliates receives any payments from Obligors with respect to a Portfolio after the Closing Date with respect thereto, Seller shall remit any and all such payments, and any other amounts received by Seller to which Purchaser is entitled hereunder or under any Assignment, to the Lockbox or Lockbox Account within two (2) business days after Seller's or any of its affiliates' receipt thereof.

(f) Seller, at its own expense, shall file and deliver file-stamped copies to Purchaser of such Forms UCC-3 as may be necessary to assign to Purchaser Seller's and any interim financing lender's security interests under all financing statements filed to perfect Seller's or any interim financing lender's security interests in the Equipment, the Transaction Documents and any other items of Collateral that are the subject of each Assignment, and Seller agrees to pay all costs incurred to record and file such UCC-3s, as well as for UCC searches ordered by Purchaser in connection therewith. Seller agrees to complete the filing and delivery of such file-stamped copies of Forms UCC-3 as promptly as possible following each Closing.

Section 4.2 Purchaser shall comply with the following:

(a) Purchaser will remit to Seller any payments received by Purchaser to which Seller is entitled as provided in the Servicing Agreement or, if Servicer has been terminated as servicer of the Transactions thereunder, within two (2) business days after the later of (i) Purchaser's receipt of such amounts and (ii) the date on which the amount to which Purchaser is entitled has been determined.

(b) Purchaser agrees that with respect to Portfolios purchased from Seller hereunder, the Obligors are customers of Seller and their identities and business relationships with Seller are proprietary to Seller. Purchaser agrees that it will not solicit, or attempt to solicit, any financing relationship with such Obligors unless such Obligors had a pre-existing relationship with Purchaser or were introduced to Purchaser through a source other than Seller.

Section 4.3 Administration and Collections. After the applicable Closing Date, Seller, at its cost and for Purchaser's account, shall bill, administer and service the Transactions, all in accordance with the terms and conditions set forth in, and for the term provided by, the Servicing Agreement (the "Servicing Agreement"), being executed concurrently herewith by Seller and Purchaser.

ARTICLE V

RECOURSE; REPURCHASE; INDEMNIFICATION OBLIGATIONS.

Section 5.1 Purchaser Recourse. In the event of a breach of any of the representations, warranties or covenants of Seller set forth in this Agreement which, if curable, is not cured within thirty (30) calendar days after receipt of notice from Purchaser, Seller be required to repurchase the Transaction(s) effected thereby and pay Purchaser in cash an amount equal to the Repurchase Price plus any expense incurred by Purchaser in enforcing such Transaction within five (5) business days after Purchaser's demand to Seller for such amount. Purchaser shall not be required to proceed against any Obligor or any other person or the Equipment or any other security prior to receiving payment of such amount from Seller.

Section 5.2 Repurchase Price.

(a) “Repurchase Price” with respect to any Transaction shall be the sum of (i) all unpaid Specified Payments due on or before the date the Repurchase Price is due (the “Repurchase Date”), plus interest thereon at the Discount Rate from the date of the last payment until the Repurchase Price is paid in full, plus (ii) all Specified Payments due and to become due after the Repurchase Date under the applicable Transaction Document, discounted to present value on the date when due at the Discount Rate used to determine the Initial Purchase Price of such Transaction minus one (1%) percent, plus (iii) all collection costs (including reasonable attorneys’ fees and expenses) incurred by Purchaser, less (iv) the amount of any security deposit held by Purchaser with respect to such Transaction.

(b) Upon receipt of the Repurchase Price, Purchaser shall, provided Seller is not otherwise in default of any obligations under this Agreement or the Repurchase Price is not fully paid as provided in Section 5.2(a), promptly sell and assign the repurchased Transaction and Transaction Documents to Seller, and release any security interests against the Transaction, the Transaction Documents and Collateral related thereon and any insurance on such Collateral, “AS IS” and “WHERE IS”, without recourse to, or representation or warranty express or implied by, Purchaser, but free and clear of all liens and encumbrances created by Purchaser, and Purchaser shall return to Seller all Transaction Documents relating to such repurchased Transaction.

Section 5.3 Interest After Default. If Seller fails to pay any amount that may become due to Purchaser hereunder or under any Assignment or the Servicing Agreement on any Repurchase Date or other date provided for herein or in any such other document, then

(a) interest shall accrue thereon from and after the date due until paid in full at the lesser of the rate of twelve (12%) percent per annum or the maximum rate permitted by law, and (b) Seller shall reimburse Purchaser upon demand for all collection costs hereunder (including reasonable attorneys' fees and expenses) incurred in enforcing Purchaser's rights against Seller hereunder or under any such other document.

Section 5.4 General Indemnification.

(a) Seller shall indemnify, defend and hold harmless Purchaser, its affiliates and each of its and their respective managers, directors, officers, employees, agents, successors and assigns (each, a "Purchaser Indemnified Party" and collectively, the "Purchaser Indemnified Parties"), from and against any and all suits, claims, liabilities, counterclaims, actions, damages, penalties, losses, costs or expenses (including, without limitation, reasonable attorneys' fees, expenses and court costs) (collectively, "Losses") of any kind any Purchaser Indemnified Party shall suffer as a result of, relating to or arising out of: (a) any breach by Seller of any warranty, representation, covenant or agreement contained herein, in any Assignment, in the Servicing Agreement or in other document executed by Seller in connection herewith or therewith, or contained in any Transaction Document (but with respect to the Servicing Agreement, subject to the limitation of liability provisions contained therein), (b) any misrepresentation in, or omission from, any statement, certificate, Exhibit, Schedule or other agreement, instrument or document prepared and delivered or to be delivered by Seller pursuant to this Agreement, any Assignment or the Servicing Agreement, (c) any negligence of Seller or of any director, officer, employee or agent of Seller or any warranty given by Seller in respect of the purchase, installation, delivery, maintenance and condition of any Collateral, or (d) any taxes and any governmental charges,

fees, fines or penalties whatsoever, levied against any Transaction or any Equipment for any periods prior to the applicable Closing Date and not paid by Seller in the event Seller is liable for such taxes. Seller shall further indemnify and hold harmless each Purchaser Indemnified Party from and against any and all liabilities (including interest and penalties) with respect to any taxes required to be collected, in respect of any Transaction or any Equipment, after the Closing Date if such taxes had not been collected by Seller prior to the Closing Date on reliance of any exemption being available or otherwise applicable and it is subsequently determined by Purchaser, and Purchaser shall deliver to Seller a letter explaining the basis for such determination, that either (i) no exemption certificate is available in the Transaction files provided by Seller to Purchaser upon consummation of the transactions contemplated hereunder and under the applicable Assignment, and no exemption certificate is obtainable from an Obligor, following Purchaser's reasonable commercial efforts to obtain same from such Obligor; or (ii) in Purchaser's reasonable judgment, such exemption is either not available or is otherwise improper or fraudulent under the circumstances.

(b) Purchaser shall indemnify, defend and hold harmless Seller, its affiliates and each of its and their respective managers, directors, officers, employees, agents, successors and assigns (each, a "Seller Indemnified Party" and collectively, the "Seller Indemnified Parties"), from and against any and all Losses of any kind any Seller Indemnified Party shall suffer as a result of, relating to or arising out of: (a) any breach by Purchaser of any warranty, representation, covenant or agreement contained herein, in any Assignment or other document executed by Purchaser in connection herewith or (b) any misrepresentation in, or omission from, any statement, certificate, Exhibit, Schedule or other agreement, instrument or document prepared and delivered or to be delivered by Purchaser pursuant to this Agreement or any

Assignment.

Section 5.5 Environmental Indemnification. Seller shall fully and promptly pay, perform, discharge, defend and indemnify and hold harmless each Purchaser Indemnified Party from and against any claim, loss or damage, including the costs of any remedial action arising from any breach of any environmental law in connection with any Transaction, including, without limitation, any claim arising under the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 *et seq.*), unless determined by the final non-appealable order of a court of competent jurisdiction that such condition first arose after the applicable Cut-off Date.

Section 5.6 Survival. The obligations of Seller under this Article 5 shall survive the execution of this Agreement and any Assignment, the closing and consummation of the purchases and sales contemplated hereunder and thereunder, and any payment of any amount owing under, or any repurchase by Seller of, any Transaction.

Section 5.7 No Violation of Anti-Money Laundering and Other Banking Laws. Seller represents that it has not violated any money laundering or other banking laws and indemnifies and holds Purchaser harmless from any claims or loss arising from a breach thereof.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Remarketing Obligations. Seller hereby assigns and transfers unto Purchaser all of its rights and interests in, to and under all remarketing and recourse arrangements with any vendor, dealer or supplier relating to any Transaction or the applicable

Equipment. Notwithstanding such assignment, Seller shall at Purchaser's request and Purchaser's sole expense, assist and participate with Purchaser in connection with the remarketing of any Equipment.

Section 6.2 Transfer Taxes. Seller shall pay all taxes, if any, payable upon or in connection with the conveyances and transfers contemplated hereunder and under each Assignment.

Section 6.3 Successor and Assigns. Purchaser shall have the absolute right, without requiring Seller's consent, to assign all or any of its rights or assign or delegate all or any of its duties hereunder and under any applicable Assignment, provided, however, that such assignee shall agree to retain Seller as Servicer unless Purchaser has already removed Seller from that capacity, and shall agree to comply with Purchaser's obligations hereunder. Seller may not assign or delegate all or any of its rights or duties hereunder (except that Seller may pledge or assign its right to any Additional Purchase Price hereunder) without the prior written consent of Purchaser.

Section 6.4 Payments In Immediately Available Funds. Each payment to be made hereunder and under any applicable Assignment shall be made on the required payment date in lawful money of the United States and in immediately available funds.

Section 6.5 Rights Cumulative. All rights, remedies and powers granted to Purchaser hereunder and under any applicable Assignment are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereunder and thereunder, or in or by any other instrument, or available in law or equity.

Section 6.6 Waivers. No failure or delay on the part of Seller or Purchaser in exercising any power, right or remedy under this Agreement or any applicable Assignment, or, in the case of Purchaser, any Assignment, shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

Section 6.7 Notices. All notices, reports, requests or other communications desired or required to be given under this Agreement shall be in writing and shall be sent to the parties at the addresses set forth with respect to each party in the recitals hereof by: (a) hand delivery, (b) certified mail, return receipt requested, postage prepaid or (c) national prepaid overnight delivery service. All notices and demands shall be deemed to have been given either at the time of the delivery thereof to any officer of the person entitled to receive such notices and demands at the address of such person for notices hereunder, or (solely in the case of certified mail) on the third day after the mailing thereof to such address, as the case may be.

Section 6.8 Deliveries to Purchaser. All items and amounts to be delivered, remitted or otherwise furnished by Seller to Purchaser pursuant hereto and any Assignment or in connection herewith and therewith shall, except as otherwise provided for herein and therein, be delivered, remitted or furnished to Purchaser at its office at the address set forth herein and therein or at such other place as the Purchaser may direct.

Section 6.9 Residuals. If an Obligor elects to renew its lease in respect of a Transaction in lieu of purchasing the Equipment at the end of the initial term of such Transaction, then Seller agrees to compensate Purchaser for any Guaranteed Residual Amount owed to Purchaser in respect of such Transaction under the applicable Assignment by paying an

amount to Purchaser equal to the Residual Payment Amount (as defined below) therefor within a period of thirty (30) days after the last scheduled periodic lease rental payment purchased by Purchaser is paid by the Obligor. The "Residual Payment Amount" will be the then Net Book Value of the Guaranteed Residual Amount listed on Schedule 1 of the applicable Assignment as of the Obligor's election to renew its lease in respect of such Transaction. After Purchaser receives an amount equal to the Residual Payment Amount from Seller on such Transaction, Purchaser shall be deemed to have received all Specified Payments on such Transaction, including any Guaranteed Residual Amount thereon. In the event Seller does not pay the Residual Payment Amount to Purchaser within thirty (30) days after the last scheduled lease rental payment purchased by Purchaser, then upon Purchaser's written notice to Seller and after a thirty (30) day cure period from Seller's receipt of such notice, Purchaser may dispose of the Equipment and Collateral related to such Transaction in a commercially reasonable manner, as Purchaser, in its sole discretion and judgment, shall determine; and Seller shall, nevertheless, remain liable to Purchaser for the total Residual Payment Amount, less the net amount (after deducting Purchaser's expenses) received by Purchaser, if any, from the sale or other disposition of such Equipment and Collateral.

Section 6.10 Merger and Integration; Amendments, Etc. This Agreement and any Assignment set forth the entire understanding of the parties relating to the subject matter hereof and thereof, and all other and/or prior understandings, written or oral, are hereby superseded. This Agreement and any Assignment may not be modified, amended, waived, terminated or supplemented, except in accordance with their express terms and in a writing executed by Seller and Purchaser.

Section 6.11 Headings and Cross-References. The various headings in this Agreement and in any Assignment are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement or any Assignment. References to any Section are to such Section of this Agreement and, if expressly provided for in any Assignment.

Section 6.12 Governing Law. **This Agreement and each Assignment shall be governed by the internal substantive laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law or choice of law.**

Section 6.13 Counterparts. This Agreement and any Assignment may be signed in one or more counterparts (and by different parties on separate counterparts), each of which shall be an original and all of which shall be taken together as one and the same agreement.

Section 6.14 Severability. If any provision hereof is void or unenforceable in any jurisdiction, such voidness or unenforceability shall not affect the validity or enforceability of (a) such provision in any other jurisdiction or (b) any other provision herein in such or any other jurisdiction.


Section 6.15 Survival of Duties, Warranties and Representations. Each party hereto covenants that its respective duties, warranties and representations set forth in this Agreement and in any Assignment, and in any document delivered or to be delivered in connection herewith or therewith, shall survive the execution of this Agreement and any Assignment and the closing of the transactions contemplated hereunder and thereunder.

Section 6.16 Jurisdiction, Forum Selection Venue; Jury Trial Waivers. SELLER AND PURCHASER (a) AGREE TO SUBMIT FOR THEMSELVES, IN ANY LEGAL ACTION OR

PROCEEDING RELATING TO THIS AGREEMENT AND ANY SCHEDULE OR FOR RECOGNITION AND ENFORCEMENT OF ANY JUDGMENT IN RESPECT HEREOF OR THEREOF, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA, THE COURTS OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND APPELLATE COURTS FROM ANY THEREOF, (b) CONSENT THAT ANY ACTION OR PROCEEDING SHALL BE BROUGHT IN SUCH COURTS, AND WAIVE ANY OBJECTION THAT EACH MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT, (c) AGREE THAT SERVICE OF PROCESS OF ANY SUCH ACTION OR PROCEEDING MAY BE EFFECTED BY CERTIFIED MAIL (OR ANY SUBSTANTIALLY SIMILAR FORM OF MAIL), POSTAGE PREPAID, TO THE APPROPRIATE PARTY AT ITS ADDRESS AS SET FORTH HEREIN, AND SERVICE MADE SHALL BE DEEMED TO BE COMPLETED UPON RECEIPT, AND (d) AGREE THAT NOTHING HEREIN OR IN ANY EXHIBIT OR SCHEDULE SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW. SELLER AND PURCHASER EACH HEREBY UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY SCHEDULE AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY, ANY OF THE RELATED DOCUMENTS, ANY DEALINGS BETWEEN THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN SELLER AND PURCHASER.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CoACTIV CAPITAL PARTNERS LLC

By: 
Name: Donald P. Campbell
Title: CEO

IFC CREDIT CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

CoACTIV CAPITAL PARTNERS LLC

By: _____
Name:
Title:

IFC CREDIT CORPORATION

By: Mandy
Name: Mandy
Title: MADE LADY
CEO

EXHIBIT A
ASSIGNMENT NO. []

This Assignment is delivered pursuant to the terms of that certain Master Purchase Agreement dated as of November 13, 2007 between Seller and Purchaser (the "Purchase Agreement"), and is subject to the terms, conditions, promises and warranties contained therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Purchase Agreement.

For value received as set forth on Schedule 1 hereto, IFC CREDIT CORPORATION (referred to as "Seller") hereby:

(i) sells, assigns, transfers, delivers, sets over and conveys to CoACTIV CAPITAL PARTNERS, LLC, its successors and assigns (referred to as "Purchaser"), finally, without recourse or reversion except as specifically provided in the Purchase Agreement, all right, title and interest of Seller in and to each Transaction described on the attached Schedule 1 hereto (the "Specified Transactions") and the related Transaction Documents (including, without limitation, all of Seller's rights, benefits and remedies thereunder, but excluding Seller's Retained Rights and any obligations of Seller thereunder);

(ii) grants or assigns to Purchaser a first priority security interest in and to (A) all Equipment and other collateral securing each Specified Transaction, whether now or hereafter acquired, and any additions to, substitutions for, and accessories, attachments, parts and repairs now or hereafter incorporated in or affixed to or used in connection with

any of the foregoing (collectively, the "Collateral"), (B) any insurance policy now or hereafter covering the Equipment or other Collateral relating to any Specified Transaction and (C) the proceeds of any of the foregoing (collectively, the "Security Interest Assets"), all in order to secure the due payment and performance of all of Seller's obligations under the Purchase Agreement, each Assignment, the Servicing Agreement and any other agreements between Seller and Purchaser, and to further secure the due payment to Purchaser of all Specified Payments; and

(iii) in the event that, notwithstanding the intent of the parties, any sale and assignment hereunder is for any reason instead deemed to be a loan, financing or other extension of credit, then and only then, grants or assigns to Purchaser a first priority security interest in and to all assets described in paragraph (i) above as well as the applicable Security Interest Assets, all in order to secure the due payment and performance of all of Seller's obligations under the Purchase Agreement, each Assignment, the Servicing Agreement and any other agreements between Seller and Purchaser, and to further secure the due payment to Purchaser of all Specified Payments.

Seller warrants that as of the date of this Assignment the information contained in the attached Schedule 1 is true and correct, descriptions of agreements, equipment and parties are accurate, and Seller will comply with all of its warranties and other obligations in connection therewith, if any.

Seller warrants and represents that each Transaction is in full force and effect, is subject to no default and that, other than as provided in the Purchase Agreement, it has not assigned or pledged, and hereby covenants that it will not assign or pledge, the whole or any part of the

rights hereby assigned or the security interest hereby granted, to anyone other than Purchaser, its successors or assigns.

All of Seller's right, title and interest herein assigned may be reassigned by Purchaser and any subsequent purchaser subject to compliance with Purchaser's obligations hereunder.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Assignment by its duly authorized representative as of the [] day of [_____], 20[].

IFC CREDIT CORPORATION

By: _____
Name:
Title:

SCHEDULE 1 TO

ASSIGNMENT NO. []

CLOSING LETTER NO. []

IFC CREDIT CORPORATION ("Seller")
CoACTIV CAPITAL PARTNERS, LLC ("Purchaser")

Closing Date:

Subject: Sale of a Portfolio of Transactions set forth in Schedule No. __ to the Assignment No. __ under the Master Purchase Agreement dated as of November 13, 2007 between Seller and Purchaser, as the same may be amended from time to time (the "Agreement"). Capitalized terms used herein shall have the meaning assigned to them in the Agreement.

Discount Rate:

Cut-Off Date:

Initial Purchase Price:

Wire Amount to Seller:

Wire Information:

Attached

The parties agree to adjust the Initial Purchase Price as provided in the Purchase Agreement for calculation or other actual errors determined after the Closing Date and to make corresponding payments in accordance with such adjustments, if any.

CoACTIV CAPITAL PARTNERS LLC

By: _____

Name:

Title:

IFC CREDIT CORPORATION

By: _____

Name:

Title: