

INVOICE TO:

Nationwide Finance Limited ("NFL")
Osier Way, Olney Office Park
Olney, Bucks , MK46 5FP

Invoice No:

Invoice Date:

Co Reg No:

For the sale of equipment described on Equipment Schedule(s) No: NFL01 (the "Assets")
at the agreed price of: Net:£0.00 Vat:£ 0.00 Total:£ (the "Price"):

We certify that we have paid for the Assets in full, that title has passed to us, that the Assets are free from all liens, charges, mortgages, or other encumbrances and that title will pass to you free from any of the same upon payment of the total due, as shown above on this invoice. We acknowledge that you wish to claim capital allowances in respect of the Assets on the Price and we warrant to you that (i) in relation to the Assets that we have not claimed capital allowances in respect of these Assets and will treat the Price as our disposal value and we confirm the Price does not exceed the Assets open market value; (ii) that the Price does not exceed the aggregate price we paid for the Assets. If we purchased any of the Assets more than 3 months ago, the relevant proportion of the Price does not exceed the said Assets current market value (Relevant proportion meaning the deemed tax written down value of the above items). (iii) that, if the Assets include fixtures, then we agree, at the request of Nationwide Finance Ltd (NFL) to participate in a joint election to Her Majesties Revenue & Customs that section 177 of the Capital Allowances Act 2001 should apply in relation to those fixtures; and (iv) that, if the transaction is a sale and hire back as defined in section 221 of the Capital Allowances Act 2001, then we agree, at the request of NFL, to participate in a joint election to Her Majesties Revenue & Customs in accordance with sections 227 and 228 of the Capital Allowances Act 2001. We confirm and warrant to you that if you cannot claim capital allowances for whatever reason on the Price you will be entitled to vary the repayments payable under the hire agreement we enter into with you in respect of the Assets in accordance with the terms and conditions of such agreement. We also represent and warrant to you that the Assets are of satisfactory quality and fit for the purposes.

In consideration of NFL agreeing to provide us with finance by way of a sale and hire back of the Assets and entering into a hire agreement in relation to those Assets (a "Hire") the person signing this invoice on behalf of the Hirer personally warrants, undertakes and agrees and the Hirer also warrants, undertakes and agrees, jointly and severally, as follows;

(i) that if any of the above facts as certified, confirmed or warranted do not truly reflect the facts I may, as signatory and an officer of the company which will be the hirer under the Lease (the "Hirer"), be committing an act of fraud and a criminal offence ; and

(ii) to indemnify NFL from and against all loss, damage and expense (including legal costs and loss of profit) and guarantee to pay to NFL as a debt and a liquidated sum due and payable immediately, upon demand by NFL, the sums due upon termination of the hire agreement or otherwise repayable by reason of Hirer default, in the event that any of the above facts, warranties and undertakings are not entirely true and correct and remain to be true and correct throughout the term of the Hire;

The person who signs below on his/her own behalf and on behalf of the Hirer accepts and understands that he/she will be personally liable under the indemnity provided within if any of the above warranties, agreement or undertakings are not true and correct. Do not sign this Warranty and Indemnity unless you accept such personal liability.

We confirm that you will purchase the Assets in consideration of and reliance on the above warranties and terms and that we will make all necessary returns to HM Revenue and Customs concerning the disposal of these Assets by us.

THIS IS A SECURED SALE AND HIRE BACK AND NOT A LOAN

Name

Signed on behalf of myself and on behalf of the Hirer

X