

## PURCHASE AGREEMENT FOR SALE AND LEASEBACK

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### BETWEEN

(1) **ALDERMORE BANK PLC**, a company incorporated under the laws of England (Registered Number 00947662) and whose registered office is at 1<sup>st</sup> Floor, Block B, Western House, Lynch Wood, Peterborough PE2 6FZ (**Aldermore**); and

(2) **NAME OF LESSEE:**

a company incorporated under the Companies Acts  
Registered Number :

and whose registered office is at

(the **Lessee**).

### BACKGROUND

The Lessee wishes to take the goods and equipment described in the schedule attached to this agreement (the **Goods**) on lease from Aldermore and for that purpose has requested that Aldermore buy the Goods from the Lessee and Aldermore has agreed to do so upon the terms and conditions of this agreement.

### OPERATIVE PROVISIONS

#### 1 INTERPRETATION

##### 1.1 Definitions

In this agreement:

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in London.

##### 1.2 Construction

In this agreement:

1.2.1 references to other documents include any amendments made to those documents;

1.2.2 references to statutory provisions refer to those provisions as amended, extended or re-enacted and include any statutory replacement;

1.2.3 **includes and including** means including but without limiting;

1.2.4 references to Aldermore and the Lessee shall include their successors and permitted assigns/assignees; and

1.2.5 references to the date of this agreement shall, if this agreement is governed by English law be to the date of this agreement and shall, if this agreement is governed by Scots law, be to the last date of execution of this agreement.

The schedule attached to this agreement (the **Schedule**) is incorporated in and forms part of this agreement.

#### 2 AGREEMENT TO PURCHASE

The Lessee shall sell and Aldermore shall buy the Goods for \_\_\_\_\_  
excluding VAT (the **Purchase Price**).

#### 3 TITLE

3.1 Title to the Goods or any part of them shall vest in Aldermore on the earlier of:

3.1.1 the date on which payment is made; or

3.1.2 the date on which the Leasing Agreement is entered into.

3.2 The Lessee shall continue to bear all risk of loss of or damage to the Goods (whether or not title in the Goods

is vested in Aldermore) and shall indemnify and hold Aldermore harmless from and against any and all actions proceedings claims losses damages and liabilities whatever arising directly or indirectly out of the purchase of the Goods by Aldermore or their presence in the Lessee's premises.

#### 4 PAYMENT

Payment of the Purchase Price shall be made on or before \_\_\_\_\_ against an invoice from the Lessee together with evidence that the Lessee is the unencumbered legal and beneficial owner of the Goods.

#### 5 FREEDOM FROM INCUMBRANCES

It is a condition of this agreement that the Lessee has not charged or incumbered and shall not charge or incumber the Goods in any way and that the title to the Goods shall pass to Aldermore free and clear from any claims of third parties.

#### 6 ASSIGNMENT FROM WARRANTIES

To the extent that it is able to do so the Lessee by this agreement assigns to Aldermore all warranties and guarantees of performance or otherwise in respect of the Goods expressly or impliedly given by any suppliers or third parties.

#### 7 AGREEMENT TO LEASE

7.1 The Lessee agrees to take on lease from Aldermore the Goods purchased by Aldermore in accordance with the provisions of this agreement upon the terms and conditions of any leasing agreement (the **Leasing Agreement**) made between (1) Aldermore and (2) the Lessee and that it shall in any event from the later of the date of this agreement or the delivery of the Goods to the Lessee hold the Goods on the terms and conditions of the Leasing Agreement as bailee or lessee of them from Aldermore.

#### 8 NOTICES

Any notice, demand or other communication given or made under or in connection with the matters contemplated by this agreement shall be in writing and shall be sent by prepaid first class post to the address of the relevant party set out above or such other address that party may notify to the other for the purposes of this clause 8 and if so sent shall be deemed to have been received (and reference herein to receipt by any party shall include deemed receipt) by the addressee two (2) Business Days after posting if sent by prepaid first class post or on delivery if delivered by hand.

#### 9 GENERAL

9.1 A certificate or determination of Aldermore as to any amount due from the Lessee will be conclusive and binding on the Lessee except in the case of manifest error.

9.2 If any provisions of this agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way.

9.3 If this agreement is governed by English law, this agreement may be executed in any number of counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

9.4 If this agreement is governed by English law, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no rights or benefits expressly or impliedly conferred by this agreement shall be enforceable under that Act against the parties to this agreement by any other person.

9.5 No failure or delay on the part of Aldermore in exercising any right or remedy under this agreement or the Leasing Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further

- exercise thereof or the exercise of any other right or remedy.
- 9.6 A waiver or amendment of any term provision or condition of or consent granted under this agreement shall be effective only if given in writing and signed by the waiving or consenting party.
- 9.7 The Lessee may not assign or otherwise transfer any of its obligations. Aldermore may assign or transfer all or any of its rights, obligations or benefits under this agreement in whole or in part to any other party.
- 9.8 The rights and powers provided in this agreement are additional to any other rights or remedies Aldermore may have and those other rights and powers are not affected by this agreement.

## 10 GOVERNING LAW AND JURISDICTION

If the registered office of the Lessee is in England or Wales, this agreement shall be governed by and construed in accordance with the laws of England and the Lessee submits to the non-exclusive jurisdiction of the English courts; if the registered office of the Lessee is in Scotland, this agreement shall be governed by and construed in accordance with the laws of Scotland and the Lessee submits to the non-exclusive jurisdiction of the Scottish courts. Aldermore may take action in any other jurisdiction where proceedings may be legally commenced.

## IMPORTANT USE OF YOUR INFORMATION

You have a right to know how we will use your personal information. It is important that you read the Data Protection Statement and Use of your Personal Information Sections of this document before you sign this document as by submitting your information to us and signing this document, you expressly consent to our use and disclosure of your information in the manner and for the purposes described therein.

### Data Protection Statement

#### Please Note:

In accordance with standard lending policy; Aldermore Bank Plc will verify and credit check your application. This will involve the search of records held by credit reference and fraud prevention agencies. Such agencies not only provide credit and voter's roll information, they can verify your identity and also record the details of searches including whether or not your application proceeds. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law

enforcement agencies may access and use this information. We and other organisations may access and use from other countries the information recorded by fraud prevention agencies. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when checking details on applications for credit and credit related or other facilities, managing credit and credit related accounts or facilities, recovering debt, checking details on proposals and claims for all types of insurance, checking details of job applicants and employees. Should you have any queries relating to the use and storage of information or if you want to receive details of the relevant fraud prevention agencies we use please write to us at: The Compliance Department, Aldermore, 1st Floor, Block B, Western House, Lynch Wood, Peterborough PE2 6FZ. Please note, you can (on request) receive a copy of all the information which we hold on file for you if you so wish; we may levy a small charge for this service.

### Use of your personal information

Information about all applicants will be collected and held on Aldermore Bank PLC systems and database and will be used to process your application and for ongoing account maintenance and administrative purposes. It will be held in accordance with the Data Protection Act 1998 and we will only disclose it to other companies within our group, our lawyers, auditors, external advisors, agents and third parties as well as anyone to whom we transfer our rights and duties under your agreement with us, together with their lawyers, auditors and external advisors, agents and rating agencies. We will also disclose your personal information to third party service providers who we engage from time to time but we will always endeavour to ensure that they hold it in accordance with the Data Protection Act 1998. We will also use the information you provide to us to contact you to update you on our products and services and those of third parties which we think may be of interest to you. By submitting your information to us you consent to us processing your personal information in this way and contacting you by telephone, post, fax, sms and/or email. Please tick the relevant box (es) if you **DO NOT** wish to be contacted by us for this purpose. I **DO NOT** wish to be contacted by telephone [ ], post [ ], fax [ ], sms [ ] and/or email [ ]. Please note that you may withdraw your consent at any time by writing to The Compliance Department, Aldermore, 1<sup>st</sup> Floor, Block B, Western House, Lynch Wood, Peterborough PE2 6FZ.

**In witness** whereof this Purchase Agreement for Sale and Leaseback has been entered into the day and year first before written. – England only  
In witness whereof these presents are subscribed as follows. – Scotland only

**EXECUTION BLOCK PURCHASE AGREEMENT FOR SALE AND LEASEBACK (ENGLAND)**

SIGNED by )  
[INSERT NAME OF PERSON] ) .....  
duly authorised for and on behalf ) Director  
of )  
**ALDERMORE BANK PLC**

SIGNED by )  
[INSERT NAME OF PERSON] ) .....  
duly authorised for and on behalf ) Director  
of )

**EXECUTION BLOCK PURCHASE AGREEMENT FOR SALE AND LEASEBACK (SCOTLAND)**

SIGNED by )  
[INSERT NAME OF PERSON] ) .....  
duly authorised for and on behalf of ) Director/Authorised Signatory  
**ALDERMORE BANK PLC** )  
before this witness:

.....Witness

.....Name

.....Address

.....

Date:

SIGNED by )  
[INSERT NAME OF PERSON] ) .....  
duly authorised for and on behalf of ) Director/Authorised Signatory  
)

before this witness:

.....Witness

.....Name

.....Address

.....

Date:

This is the Schedule referred to in the foregoing Purchase Agreement for Sale and Leaseback between Aldermore Bank plc and the Lessee

SCHEDULE C000\_\_\_\_\_

The Goods

Lessee's initials	
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