

**DECLARATION**

**DIRECTOR / PARTNER / PROPRIETOR** \_\_\_\_\_

**HOME ADDRESS :** \_\_\_\_\_

**COMPANY / BUSINESS NAME :** \_\_\_\_\_  
(*"The Partnership / The Company"*)

Dear Sirs

**GOODS :** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, confirm that we have entered into a lease purchase or a lease agreement ("the agreement") with Close Asset Finance Ltd t/a One Business Finance ("OBF") of the Goods. I further confirm that I am aware that Goods are the property of OBF and remain so throughout the period of the Agreement and after the Agreement ends.

I confirm that where there has been a sale to you by the Company / Partnership ("the Seller") at the date of sale to you the Goods were owned by the Seller with unencumbered title, free of all charges, liens, H.P. agreements or lease of any nature. I acknowledge you are relying upon this statement and warranty as to ownership.

In consideration of OBF purchasing the Goods at my request and where the Seller does not have unencumbered title, I jointly and severally undertake and agree to indemnify OBF against any loss arising out of the sale by the Seller. The amount of OBF's loss will be payable on demand.

I fully understand that the Seller is not an Agent of OBF and that the Seller is not authorised to attempt to dispose of the Goods under any circumstances to a third party. Additionally, I fully understand and confirm that the Seller is not entitled to offer the Goods as further security and that the Seller cannot dispose of the Goods in any way whatsoever. I further confirm that the Seller does not buy or sell or deal in the type of Goods supplied in the normal course of business. I understand that any disposal or attempt to dispose of the Goods could be construed as a criminal act, which may result in OBF reporting the matter to the relevant authorities.

This indemnity shall not be affected in any way by any time given or indulgence shown to, or any compromise with, or agreement not to sue, or release of the Seller or any other person/s giving a similar indemnity, or by variation of the terms of the sale contract, or by any defect in the claim of OBF against the Seller or any other person/s giving a similar indemnity or any claim, which the Seller or any person/s giving a similar indemnity may have against OBF. OBF shall be entitled to assign its interest in this agreement to such person as it wishes.

Yours faithfully

Witness to Signatory

.....  
(Signature)

.....  
Full Name .....

.....  
(Name in block capitals)

Address .....

.....

Dated the            day of            2006

Occupation .....