

SALE AGREEMENT

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THIS SALE AGREEMENT is made the 31st. day of January 2002

- (1) UNILINK FINANCE LIMITED, Whittington House, 19-20 College Hill, London, EC4R 3RP ("the Seller")
- (2) DORSET FIRE AUTHORITY, Service Headquarters, Colliton Park, Dorchester, Dorset DT1 1FB ("the Lessee")
- (3) CITIBANK INTERNATIONAL PLC, 336 Strand, London WC2R 1HB ("the Purchaser")

WHEREAS:-

- (A) The Lessee has been appointed and has acted as agent for the Seller in relation to the purchase of certain items of plant and machinery details of which are set out in the Schedule hereto ("the Goods").
- (B) The Purchaser has agreed to purchase the Goods from the Seller on the terms hereinafter appearing, and has agreed to lease the Goods to the Lessee.

NOW IT IS HEREBY AGREED as follows:

1. In consideration of the Purchaser entering into arrangements for the lease of the Goods to the Lessee, and the sum of £1, receipt of which the Lessee hereby acknowledges, the Lessee hereby represents and warrants to the Purchaser that:-
 - (a) the description and other details relating to the Goods set out in the Schedule hereto are accurate;
 - (b) the Lessee, acting as agent for the Seller, has made all payments or done all other things necessary to ensure that title in the Goods has passed directly to the Seller from the relevant suppliers before the date hereof;
 - (c) all the Goods are items of plant and machinery in respect of which writing down allowances are available under the provisions of the Capital Allowances Act 2001 (as the same may be amended from time to time);
 - (d) the Goods are complete and in all aspects in good working order and condition and are fit for the purpose for which the Lessee requires them and are acceptable for the purposes of the leasing agreement between the Purchaser and the Lessee, and all safety regulations in relation to the Goods have been complied with and all required or recommended safety apparatus on appliances (if any) have been properly installed or will be so installed before the Goods are brought into use;
 - (e) since the date on which risk in the Goods passed from the relevant suppliers, the Goods have been kept insured by the Lessee and none of the Goods have been damaged or constitute a total loss for insurance purposes;
 - (f) there are no outstanding disputes, claims or proceedings relating to or arising from the condition, delivery, installation, transport, possession or operation of the Goods with any supplier thereof or with any other person;
 - (g) none of the Goods are attached to any land or premises in such a way that they constitute a fixture thereon;

2. The Seller hereby agrees to sell and the Purchaser agrees to purchase the Goods for a purchase price of £1,011,832.76 (together with Value Added Tax where applicable at the rate for the time being) ("the Purchase Price");

Further:-

- (a) the Purchaser hereby acknowledges and confirms to the Seller that in purchasing the Goods it is relying save as mentioned below on the representations and warranties of the Lessee which are set out in Clause 1 above;
- (b) the Seller hereby warrants that it is the beneficial Owner of the Goods with full title guarantee and has not encumbered or charged the Goods;
- (c) in the event that any of the representations or warranties made or given by the Lessee prove to be untrue the Purchaser shall have recourse only to the Lessee in respect thereof. The Lessee hereby agrees to indemnify the Purchaser against any such loss liability or expense.
- (d) the Seller hereby assigns to the Purchaser, to the extent that the same is or are capable of assignment, with effect from the date upon which the Seller receives and the Purchase Price, the benefit of all warranties, conditions, undertakings and guarantees now vested in the Seller given by the Supplier thereof and any other persons in respect of the Goods.

3. The Seller shall issue a VAT invoice for the Purchase Price to the Purchaser.
4. Title and risk in the Goods shall pass from the Seller to the Purchaser on payment of the Purchase Price which shall be due on 2002, and shall be paid by CHAPS payment to such bank account of the Lessee as the Seller may direct.
5. The Lessee hereby agrees to hold the Goods as bailee to the order of the Purchaser from the date hereof and forthwith to enter into a lease contract (the "Lease Agreement") in respect of the Goods with the Purchaser.

The Goods to be purchased are as specified in the Equipment Schedule to the Lease Agreement and the VAT invoices attached thereto which are deemed to form part of this Agreement, together with all handbooks, manuals, data and drawings relating to it.

THE SCHEDULE

Description	Registration/Invoice No.	Purchase Price
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AS PER THE ATTACHED EQUIPMENT SCHEDULE

Total excluding VAT

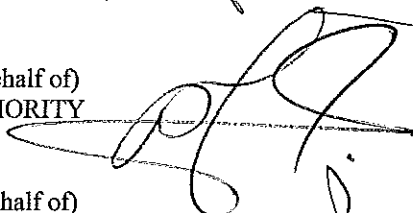
£1,011,832.76

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

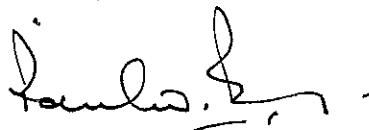
SIGNED for and on behalf of)
UNILINK FINANCE LIMITED)
("the Seller")



SIGNED for and on behalf of)
DORSET FIRE AUTHORITY
("the Lessee")



SIGNED for and on behalf of)
CITIBANK INTERNATIONAL PLC
("The Purchaser")



PAUL BRAY


ASSET SCHEDULE


Reference no:

Commencement date:

Lessee: Dorset Fire Authority

Primary period: 12 years
 Number of rentals: 12
 Rental frequency: Annually
 Lessor's assumed cost of funds: 5.50 in advance % per annum

Description/specification	No. of assets	Registration nos.	Chassis nos.	Usage allowance miles pa	Unit cost £ excl VAT	Item primary period rental £ excl VAT	Variation factor per 1% per £'000	Total variation factor per 1%
Dennis Sabre Type 'B' water tender, ML crew cab, 4m wheelbase, 2600hp Cummins engine, Allison 5 speed gearbox with retarder. Body by John Dennis Coachbuilders to basic FSAC specification, fitted with 135 ladder gantry, roof and 9m ladder gantries, World Series Godiva firepump, 2 air rewind hose reels, 1800 litre water tank, and stowage for hose, hydraulic rescue kit, light portable pump, Tifor winch, BA sets and spare cylinders and various hand tools and small equipment.	5	Y501 CJT		10,000	164,936.38	17,008.24	4.64	765.30
		Y502 CJT		10,000	164,936.38	17,008.24	4.64	765.30
		Y506 BJT		10,000	164,936.38	17,008.24	4.64	765.30
		Y507 BJT		10,000	164,936.38	17,008.24	4.64	765.30
		Y508 BJT		10,000	164,936.38	17,008.24	4.64	765.30
					824,681.90	85,041.20		3,826.52

Signed: 
 duly authorised for and on behalf of the Lessee

Date: 25/1/02

Position: CEO

Signature of Witness: 

Address: Dorset Fire & Rescue Service
Service Headquarters
Dorchester
DT1 1TB

ASSET SCHEDULE

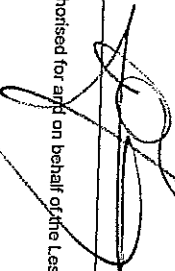
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Signed: 
 duly authorised for and on behalf of the Lessee

Date: 25/1/02

Position: Duty


Signature of Witness: 

Address: Dorset Fire & Rescue Service

Senior Headquarters

Dorchester

DT1 1PS

No. of assets	Registration nos.	Chassis nos.	Usage allowance miles pa	Unit cost £ excl VAT	Item primary period rental £ excl VAT	Variation factor per 1% per £1000	Total variation factor per 1%
5	Y501 CJT Y502 CJT Y506 BJT Y507 BJT Y508 BJT		10,000 10,000 10,000 10,000 10,000	164,936.38 164,936.38 164,936.38 164,936.38 164,936.38	17,008.24 17,008.24 17,008.24 17,008.24 17,008.24	4.64 4.64 4.64 4.64 4.64	765.30 765.30 765.30 765.30 765.30
				824,681.90	85,041.20		3,826.52