

MASTER LEASE AGREEMENT

This MASTER LEASE AGREEMENT (“Agreement”) is dated as of _____, and is by and between:

Lessor:

De Lage Landen Limited (company no 1355515 NZBN 9429035861645) of c/- Level 20, 201 Kent Street, Sydney NSW 2000, its successors and assigns

Lessee:

 Company No _____ NZBN _____ of _____

and

Guarantor:

 Company No _____ NZBN _____ of _____

The parties for good and valuable consideration and intending to be legally bound agree as follows:

1. LEASE OF EQUIPMENT: This Agreement establishes the general terms and conditions under which Lessor may lease equipment, software and maintenance to Lessee. The terms of this Agreement will form a part of each Master Lease Schedule (“Lease”) executed by the parties which references this Agreement and each Lease constitutes a separate lease agreement. In the event of a conflict between the provisions of a Lease and the provisions of this Agreement, the provisions of the Lease will prevail. “Software” means any software set forth on a Lease. “Equipment” means any products and Software set forth on a Lease. Lessee requests that Lessor purchase the Equipment from supplier(s) (“Supplier”) or manufacturer(s) (“Manufacturer”), and lease the Equipment to Lessee on the terms and conditions contained in the Lease. To the extent the Manufacturer’s or Supplier’s logo may appear on this Agreement, it is understood that the Lessor is a funding source, but is not the Manufacturer or Supplier. The Manufacturer or Supplier may not alter the terms of this Agreement or any Lease or make any promises or arrangements which alter the Lessee’s rights or obligations hereunder.

2. TERM AND RENT: This Agreement will become effective upon acceptance and execution by Lessor, and will be effective at least until the expiration of the term of the last Lease hereunder. Each Lease will be effective upon acceptance and execution by Lessor and will be for the term provided therein. The term of each Lease will commence on the Commencement Date (as defined in the Lease) and will continue until all obligations of the Lessee under the Lease are fully performed (including any extensions, the “Lease Term”). The amount of the payments on each Lease (“Lease Payments”) are set forth on such Lease and will be due and payable as set forth therein. The Lease Payments may be adjusted based on the amount of any sales, use or other governmental charges or fees that are required to be paid with respect to the Equipment at the inception of any Lease by the applicable governmental authority. All payments made by or on behalf of Lessee hereunder will be non-refundable. All payments hereunder will be made to Lessor at its address specified above (or such other place as Lessor, in writing, directs) without notice or demand therefor. LESSEE’S OBLIGATION TO PAY ALL LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE OR COUNTER-CLAIM FOR ANY REASON WHATSOEVER AND WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH LESSEE MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE MANUFACTURER.

3. DELIVERY AND ACCEPTANCE: Lessee is responsible, at Lessee’s own cost, to arrange for the delivery of the Equipment (unless such costs are included on a Lease). Lessee will sign a separate Delivery and Acceptance Certificate supplied by Lessor which will conclusively establish the Equipment covered thereby is acceptable to Lessee for purposes of the related Lease. Lessor may, in its discretion, confirm by telephone that Lessee has accepted the Equipment which will have the same effect as a signed Delivery and Acceptance Certificate.

If Lessee cancels or terminates a Lease prior to delivery of the Equipment or if Lessee fails or refuses to sign the Delivery and Acceptance Certificate within a reasonable time, not to exceed five (5) business days, after the Equipment has been delivered, Lessor will have the option of treating the Lease as cancelled by Lessee and Lessee will automatically assume all of Lessor’s rights and obligations as purchaser of the Equipment, whether under any agreements with the Supplier and/or the Manufacturer or otherwise.

4. SELECTION OF EQUIPMENT AND DISCLAIMER OF WARRANTY: Lessee has selected the Equipment and the Supplier or Manufacturer from whom Lessor covenants to purchase the Equipment at Lessee’s request. Lessee will transfer and assign to Lessor all of Lessee’s rights, including the right to take title to the Equipment, but none of its obligations (except for Lessee’s obligation to pay for the Equipment upon Lessor’s acceptance of the Lease) in and to any agreement with the Manufacturer and/or Supplier for the purchase of the Equipment. Lessee has only relied upon the terms, provisions and conditions contained herein and therein, and any statements, warranties, or representations, if any, by the Supplier or Manufacturer, or any salesperson, employee, representative of such, have not been relied upon, and will not affect Lessee’s obligation to make the Lease Payments or perform under any Lease. Lessor hereby notifies Lessee that Lessee may have rights against the Supplier or Manufacturer and the Lessee may contact the Supplier or Manufacturer for a description of any such rights or warranties and the waivers contained herein will not constitute a waiver by Lessee of any of such rights or remedies against the Supplier or Manufacturer of the Equipment. Provided Lessee is not in breach of any Lease, Lessor hereby assigns to Lessee, solely for the purpose of making and prosecuting any such claim, any rights which Lessor may have against the Supplier and/or Manufacturer for breach of warranty or other representation respecting any item of the Equipment, provided that proceeds of any warranty recovery by Lessee from the Supplier and/or Manufacturer of any item of the Equipment will first be used to repair or replace the affected Equipment.

Lessor and Lessee agree that each Lease will specify whether it is an operating lease or a finance lease in the relevant Master Lease Schedule.

LESSEE ACKNOWLEDGES AND AGREES THAT:

(A) LESSOR HAS NO EXPERTISE OR SPECIAL FAMILIARITY ABOUT OR WITH RESPECT TO THE EQUIPMENT; (B) THE EQUIPMENT LEASED HEREUNDER IS LEASED “AS-IS” AND LESSOR HAS MADE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND (C) LESSOR IS NOT RESPONSIBLE FOR THE PERFORMANCE, MAINTENANCE OR SERVICING OF THE EQUIPMENT AND LESSEE WILL MAKE ANY CLAIMS FOR MAINTENANCE AND/OR SERVICES SOLELY TO THE SERVICE PROVIDER. LESSOR DISCLAIMS ANY LIABILITY FOR LOSS, DAMAGE OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT WHETHER ARISING FROM THE APPLICATION OF THE LAWS OF STRICT LIABILITY OR OTHERWISE. LESSOR WILL NOT BE LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR

REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. LESSOR WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR COSTS WHICH MAY BE ASSESSED AGAINST LESSEE IN ANY ACTION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT OR ANY LEASE FOR TAX OR ACCOUNTING PURPOSES.

The Consumer Guarantees Act 1993 or equivalent consumer protection legislation does not apply to this Agreement or any transactions contemplated under it and the Lessor's liability for anything in relation to the Equipment, their possession or use, including damage or economic loss to anyone, is no more than to: (i) replace or pay for the replacement of the Equipment with the same or equivalent goods; or (ii) repair or pay for the repair of the Equipment.

5. TITLE, POSSESSION AND LOCATION: Lessor will have title to the Equipment (other than any Software) and Lessee's sole right will be to use the Equipment subject to the terms and conditions of this Agreement and the Lease. If the Equipment includes Software or the licensing of any Software: (a) Lessor is not the licensor of the Software; (b) Lessee is entitled to the benefit of the software licence during the term of the Lease; (c) upon termination of the Lease, Lessee will use reasonable endeavours to ensure that Lessor obtains the benefit of the licence or the grant of an equivalent licence to enable the continued use of the Software; and (d) Lessor makes no representation about the terms of any licence relating to the Software and Lessee must rely on its own enquiries. Upon Lessor's request, Lessee will provide Lessor with waivers of interest or liens, from anyone claiming any interest in the real estate where any item of Equipment is located. Lessor also has the right, at reasonable times and on prior notice to Lessee, to inspect the Equipment. If Lessee is not in default of a Lease, Lessee may relocate any or all of the Equipment to its business locations in New Zealand provided (i) Lessee gives Lessor prior written notice of the relocation, including a description of the Equipment, the Equipment serial numbers, the relocation date, the new location of the Equipment, and any other information Lessor may reasonably request, and (ii) Lessee remains the end user of the Equipment. For Equipment that is either a notebook or mobile device, Lessee may relocate such Equipment without notice to Lessor provided the relocation is the result of temporary trips taken in the ordinary course of business and such Equipment is returned to its location of record. Lessee must not part with possession of the Equipment without Lessor's prior written consent.

6. USE AND MAINTENANCE: Lessee is required, at its own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and Lessee will supply all required parts and servicing through Manufacturer's authorized service provider and Lessee will comply with any Manufacturer issued End User License Agreements. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. Lessee may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be removable without causing damage to the Equipment. Before returning the Equipment, Lessee agrees to remove such modifications and restore the Equipment to its original condition. If Lessee fails to remove such modifications, Lessor is deemed the owner of such modifications.

7. ASSIGNMENT: LESSEE MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS HEREUNDER, NOR WILL THE LESSEE SUBLEASE OR LEND THE EQUIPMENT OR SUBMIT IT TO BE USED BY ANYONE OTHER THAN LESSEE'S EMPLOYEES WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, WHICH CONSENT WILL NOT BE UNREASONABLY WITHHELD. Lessor may assign any interest in this Agreement or any Lease and in each item of the Equipment and monies to become due to Lessor hereunder, and the new owner will have the same rights and benefits that Lessor now has but will not have to perform any of Lessor's obligations, and the rights of the new owner will not be subject to any claims, defenses, or set-offs that Lessee may have against Lessor. Any such assignment, sale or transfer of a Lease or the Equipment will not relieve Lessor of any obligations to Lessee under the Lease.

8. RETURN OF SYSTEM, STORAGE: Lessee will, at its sole expense, surrender the Equipment then subject to any Lease at the expiration or earlier termination of the Lease Term by delivering the Equipment to the Lessor, or its designee, at a location designated by the Lessor. In the case of Software, Lessee will destroy all intangible items constituting such Software and deliver to Lessor all tangible items constituting such Software. At Lessor's request, Lessee will also certify in a form acceptable to Lessor that: (i) Lessee has complied with the above Software return provisions, (ii) Lessee will not use the Software after the expiration or earlier termination of the Lease Term; and (iii) Lessee will permit Lessor and/or the Supplier or Manufacturer of the Software to inspect Lessee's locations to verify compliance with the terms hereof. The Lessee, at its sole expense, will pack or crate the Equipment or its component parts carefully and in accordance with any recommendations of the Manufacturer with respect to similar new Equipment before surrendering the Equipment to the Lessor. When an item of Equipment is surrendered to the Lessor it will be in the condition and repair required to be maintained under this Agreement. If Lessor reasonably determines that an item of Equipment, once it is returned, is not in the condition required hereby, Lessor may cause the repair or service of the Equipment to achieve such condition and upon demand, Lessee will promptly reimburse Lessor for all amounts reasonably expended in connection with the foregoing. Lessee shall remove all confidential information from the Equipment prior to return to Lessor in compliance with all applicable laws and Lessor shall not be responsible for any information not removed from the Equipment prior to return.

9. LOSS OR DAMAGE: Lessee is responsible for the risk of loss or destruction of, or damage to the Equipment until the Equipment is returned to Lessor. No such loss or damage will relieve Lessee from any obligation under this Agreement or any Lease, which will continue in full force and effect. Lessee will promptly notify Lessor in writing of any loss or destruction or damage to the Equipment and Lessee will, at the option of Lessor, (a) repair the Equipment to good condition and working order, (b) replace the Equipment with identical equipment in good repair, condition and working order, acceptable to Lessor and transfer clear title to or a right to use, as appropriate, such replacement equipment to Lessor, whereupon such equipment will be subject to the Lease and be deemed the Equipment for purposes hereof, or (c) on the due date for the next Lease Payment or upon the expiration of the Lease, whichever occurs first, pay to Lessor: the present value of the total of all unpaid Lease Payments for the entire Lease Term plus the estimated Fair Market Value (as defined in the Lease) of the Equipment at the end of the originally scheduled Lease Term, if any, all of which will be discounted to the date of payment by Lessee at 3% per annum ("Present Value Rate"), whereupon the Lease will terminate with respect thereto. All proceeds of insurance received by Lessor as a result of such loss or damage will, where applicable, be applied toward the replacement or repair of the Equipment or the payment of the obligations of Lessee hereunder.

10. INSURANCE:

(a) During the term of each Lease, Lessee will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. Lessee will also obtain and maintain for the term of each Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$1,000,000 per occurrence. Lessor will be noted as an interested party on all insurance policies. Lessee will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to Lessor.

(b) If Lessee does not comply with clause 10(a), Lessor may obtain insurance covering its interest in the Equipment from any insurer of Lessor's choice. This insurance will not cover Lessee against any risks. If Lessor obtains this insurance Lessee will pay Lessor: (a) an amount equal to Lessor's costs of obtaining; and (b) Lessor's fees for its services in obtaining and maintaining such insurance (together "Insurance Administration Charge"). Lessee will pay the Insurance Administration Charge in instalments allocated, at Lessor's discretion, to some or all of the remaining Lease Payments, except Lessee must pay any unpaid Insurance Administration Charge immediately upon termination of the Lease.

11. INDEMNITY: Lessee assumes and agrees to indemnify, defend and hold harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and reasonable expenses, including legal, consulting and expert expenses

(other than such as may directly and proximately result from the gross negligence or willful misconduct of Lessor, its agents or employees), arising on account of the ordering, acquisition, delivery, installation or rejection of the Equipment, the possession, maintenance, use, condition (including without limitation, latent and other defects and whether or not discoverable by Lessor or Lessee, any claim in tort for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment, and by whomsoever used or operated, during the Lease Term with respect to that item of the Equipment, the loss, damage, destruction, environmental impact, removal, return, surrender, sale or other disposition of the Equipment, or any item thereof. Lessor will give Lessee prompt notice of any claim or liability hereby indemnified against. Lessee will be entitled to control the defense thereof, so long as Lessee is not in Default hereunder; provided, however, that Lessor will have the right to approve defense counsel selected by Lessee. The obligations contained in this paragraph continue beyond the termination of this Agreement and the Leases.

12. TAX TREATMENT AND INDEMNIFICATION: Lessee will be responsible for, as and when due, and will indemnify and hold Lessor harmless from and against all present and future taxes and other governmental charges, or any increases therein (including, without limitation, goods and services, sales, use, leasing and stamp taxes and license and registration fees) and amounts in lieu of such taxes and charges and any penalties or interest on any of the foregoing, imposed, levied upon, in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Lease Payments or receipt with respect to this Agreement or any Lease hereunder. Lessee will not, however, be obligated to pay any taxes on or measured by Lessor's net income. Lessee authorizes Lessor to add to the amount of each Lease Payment any sales, use or leasing tax that may be imposed on or measured by such Lease Payment.

13. EVENTS OF DEFAULT: The term "Event of Default" means any of the following: (a) Lessee fails to make any Lease Payment, or any other payment, as it becomes due and such failure is not cured within 10 days; (b) Lessee breaches any warranty or other obligation under this Agreement, a Lease, or any other agreement with Lessor and such breach is not cured within 15 days after Lessor provides written notice to Lessee; (c) Lessee enters into any transaction of merger or consolidation in which it is not the surviving entity or sells, transfers or otherwise disposes of all or substantially all of its assets without Lessor's prior written consent; (d) (i) Lessee or any guarantor of Lessee's obligations hereunder ("Guarantor") become insolvent or unable to pay debts when due, stop doing business as a going concern, make an assignment for the benefit of creditors; or voluntarily file or have filed against Lessee or Guarantor, a petition for liquidation, reorganization, or any other similar applicable bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for Lessee or Guarantor or a substantial part of Lessee's or Guarantor's assets; (e) any representation or warranty made by Lessee herein or otherwise furnished Lessor in connection with this Agreement or any Lease proves at any time to have been untrue or misleading in any material respect; (f) there is a material adverse change in Lessee's financial condition or operations; (g) if Lessee is a company, the person who at the date of this Agreement controls Lessee ceases to control it; ; or (h) Lessee fails to provide information about its financial position (including any financial statements), the Equipment and anything else Lessee is required to provide under this Agreement.

14. REMEDIES: Upon the occurrence of an Event of Default, Lessor may declare this Agreement or any Lease hereunder in default and exercise one or more of the following remedies: (a) declare the entire unpaid balance of Lease Payments immediately due and payable and accelerate the balances due under any other Leases without notice or demand, (b) recover (i) all Lease Payments and other monies due and to become due under the Lease, plus (ii) if the Equipment is not returned in accordance with the terms of the Lease, the estimated Fair Market Value of the Equipment at the end of the originally scheduled Lease Term, any future payments and the estimated fair market value of the Equipment will be discounted to the date of default at the Present Value Rate, but only to the extent permitted by law, (c) charge Lessee interest on all monies due to Lessor at the lesser of eighteen percent (18%) per annum from the date of default until paid and the maximum rate permitted by law, (d) charge Lessee a payment default charge of \$50.00 for any dishonoured payment for any reason; (e) require that Lessee return the Equipment to Lessor and in the event Lessee fails to return the Equipment, Lessor will have the right to enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of a Lease unless expressly notified in writing by Lessor. Lessee waives all damages occasioned by such retaking except such damages caused by Lessor's gross negligence or willful misconduct. Lessor may, at its option, use, ship, store or repair any items of the removed Equipment and will sell, lease or otherwise dispose of any such Equipment at a private or public sale. If the Lease is a finance lease and Lessor disposes of the Equipment, Lessor will give Lessee credit for any sums received by Lessor from the sale or lease of the Equipment after deduction of the expenses of the sale or lease. Lessee will also be liable for and pay to Lessor (i) all expenses incurred by Lessor in connection with the enforcement of any of Lessor's remedies, and (ii) Lessor's reasonable legal costs. All remedies of Lessor are cumulative, are in addition to any other remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately. No failure by Lessor to exercise and no delay in exercising any right or remedy will operate as a waiver thereof or modify the terms of any Lease. A waiver of default will not be a waiver of any other or subsequent default. Lessor's recovery will not exceed the maximum recovery permitted by law.

15. PPSA: The Lessee waives its rights under or derived from sections 107(2), 114(1)(a), 116, 120(2), 121, 133, 134 and 148 of the Personal Property Securities Act 1999 ("PPSA"). The Lessee waives its right to receive a verification statement in respect of any financing statement or financing change statement in respect of a security interest it grants to the Lessor. The Lessee must give the Lessor possession of the Equipment if its possession of the Equipment could give another person an interest in the Equipment that would have priority over the Lessor's security interest in the Equipment. If Part 9 of the PPSA applies the Lessee agrees that the Lessor may exercise its powers under sections 108, 109, 111(1) and 120(1) of the PPSA whether or not the Lessor has priority over all other secured parties. The Lessee will not make or cause to be made any financing change statement demand in respect of any financing statement relating to any security interest created by this Agreement or a Master Lease Schedule if there are no grounds for making such a demand in accordance with section 162 of the PPSA.

16. LESSEE REPRESENTATIONS AND WARRANTIES: Lessee hereby represents, warrants and covenants to Lessor the following with respect to each Lease as of the date Lessee executes the Delivery and Acceptance Certificate related thereto: (a) Lessee is organized and validly existing under the laws of the state of its organization, with adequate power and capacity to enter into the Lease, all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Lease or the Equipment (hereinafter "Documents") and is duly qualified to do business wherever necessary to carry on its present business; (b) the Documents have been duly authorized, executed and delivered by Lessee and constitute valid, legal and binding agreements, enforceable in accordance with their terms; (c) no approval, consent or withholding of objections is required from any governmental authority with respect to the entry into or performance by Lessee of the Documents; (d) the entry into and performance by Lessee of its obligations under the Documents will not (i) violate any judgment, order, law or regulation applicable to Lessee or (ii) result in any breach of or constitute a default under any agreement to which Lessee is a party; (e) there are no suits or proceedings pending or threatened against or affecting Lessee, which will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Lease; (f) the Equipment will be used for business purposes, and not for personal, family or household purposes; (g) Lessee will comply with all laws, regulations and orders relating or pertaining to the Equipment, this Agreement or any Lease; (h) Lessee will not directly or indirectly create, incur, assume or suffer to exist any security interest on or with respect to the Equipment or Lessor's title thereto, except such security interest as may arise through the independent acts or omissions of the Lessor; and Lessee, at its own expense, will promptly pay, satisfy or otherwise take such actions as may be necessary to keep the Equipment free and clear of any and all such security interests; (i) any information provided by Lessee under this Agreement to Lessor is true, correct and accurate; and (j) unless otherwise disclosed, Lessee does not enter into this Agreement as trustee of any trust; and (k) each Master Lease Schedule will be signed by Lessee's duly authorised officer.

17. NOTICE: Written notices to be given hereunder will be deemed to have been given when delivered personally or sent by mail postage prepaid, addressed to such party at its address set forth above or at such other address as such party may have subsequently provided in writing.

18. CHOICE OF LAW: This Agreement and each Lease hereunder will be binding and effective when accepted by Lessor at its corporate office in New Zealand, will be deemed to have been made in New Zealand. Lessee hereby consents and agrees that non-exclusive jurisdiction, personal or otherwise, over Lessee and the Equipment will be with the courts of New Zealand or any competent appellate court.

19. MISCELLANEOUS: This Agreement and each Lease hereunder contain the entire agreement and understanding between Lessee and Lessor relating to the subject matter of each Lease. No agreements or understandings will be binding on the parties unless executed by the parties. Any provision of this Agreement or any Lease hereunder which for any reason may be held unenforceable in any one jurisdiction will, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement or any Lease hereunder, and any such unenforceability in any one jurisdiction will not render such provision unenforceable in any other jurisdiction. All obligations of the Lessee, if more than one, are joint and several. All paragraph headings are inserted for reference purposes only and will not affect the interpretation or meaning of this Agreement or any Lease hereunder. Lessee agrees to execute or obtain and deliver to Lessor at Lessor's request such additional documents as Lessor may reasonably deem necessary to protect Lessor's interest in the Equipment, this Agreement and any Lease. Lessor is entitled to complete blanks and correct any clerical errors in this Agreement or any Lease. Lessor may pay commission, fees or other remuneration to any broker, agent, dealer or other person who introduces the parties, or who offers services (including any insurance arrangements) in connection with this Agreement. Whether Lessor pays an amount to such person or not, they are not Lessor's agent and Lessor is not liable for any of their actions or omissions.

20. DOCUMENTATION: This Agreement and/or any Lease may be executed in counterparts. Any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement and/or any Lease by Lessee, when manually countersigned by Lessor or attached to Lessor's original signature counterpart and/or in Lessor's possession, will be admissible as legal evidence thereof.

21. GUARANTEE AND INDEMNITY

(a) By signing this Agreement, the Guarantor acknowledges that: (i) it could become liable to pay Lessor on demand; (ii) Lessor enters into this Agreement in reliance on the Guarantee and Indemnity; (iii) it is responsible for making itself aware of Lessee's financial position and any other person who guarantees Lessee's obligations under this Agreement; and (iv) the Guarantee and Indemnity will apply to any Lease that Lessee and Lessor enter into under this Agreement even if the Guarantor is not made aware of or does not sign any Master Lease Schedule.

(b) The Guarantor unconditionally and irrevocably guarantees that Lessee will: (i) pay Lessor when due all amounts which are or may become payable by Lessee to Lessor; and (ii) duly and punctually perform all of Lessee's other obligations, under this Agreement and any Lease. This guarantee continues until all amounts and obligations have been paid and performed in full. If Lessor asks, the Guarantor must pay Lessor any amount which Lessee does not pay Lessor.

(c) The Guarantor indemnifies Lessor against, and must pay Lessor for, any liability, loss, costs and taxes Lessor suffers or pays: (i) in connection with Lessor's exercise or attempted exercise of any right or remedy under the Guarantee and Indemnity; (ii) if Lessee does not, are not obliged to or are unable to, pay Lessor or perform any obligation, under this Agreement and any Lease; (iii) if the Guarantor is not obliged to pay Lessor any amount; or (iv) if Lessor is obliged or Lessor agrees to pay an amount to a trustee in bankruptcy or liquidator in connection with a Guarantor's payment. This indemnity is a continuing obligation, separate and independent from the Guarantor's other obligations under this Agreement. It continues after those obligations end. It is not necessary for Lessor to incur expense or make payment before Lessor enforces a right of indemnity.

(d) Lessor's rights and the Guarantor's obligations under the Guarantee and Indemnity are not affected by any act or omission by Lessor or anything else that might otherwise affect them under law. The Guarantee and Indemnity does not merge with or adversely affect any: (i) other guarantee, Security, right or remedy to which Lessor is entitled at any time; or (ii) judgment or order which Lessor obtains in respect of an amount payable under the Guarantee and Indemnity, and Lessor can exercise its rights under any of the above at its discretion. Lessor may claim against the Guarantor under the Guarantee and Indemnity before Lessor enforces any of its rights: against Lessee or any another person. As long as any amount payable under this Agreement or any Lease remains unpaid, the Guarantor may not, without Lessor's consent: (iii) reduce its liability under the Guarantee and Indemnity by claiming that it, Lessee or any person has a right of set-off or counterclaim against Lessor; (iv) exercise any legal right to claim to be entitled to the benefit of another guarantee or security given in connection with any amount payable under this Agreement or the Guarantee and Indemnity; (v) claim an amount from Lessee or another Guarantor of Lessee's obligations under a right of indemnity; or (vi) claim an amount in the insolvency of Lessee or another Guarantor relating to Lessee's obligations under this Agreement.

22. AUTHORISED OFFICER : Each director of the Lessee from time to time is an authorised officer of the Lessee and in addition, below are the signatures of each additional authorised officer of the Lessee. Each authorised officer is severally authorised to sign and deliver a Master Lease Schedule and any related documents for and on behalf of the Lessee.

| Name (please print) | Title | Email | Signature |
|---------------------|-------|-------|-----------|
| | | | |
| | | | |
| | | | |

Executed as an agreement.

Executed by **LESSEE** by its directors or authorised officers:

.....
Signature

.....
Signature

.....
Name of signatory (print)

.....
Name of signatory (print)

.....
Capacity of signatory (print)

.....
Capacity of signatory (print)

Executed by **GUARANTOR** by its directors or authorised officers:

.....
Signature

.....
Signature

.....
Name of signatory (print)

.....
Name of signatory (print)

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Capacity of signatory (print)

.....
Capacity of signatory (print)

Signed for and on behalf of **LESSOR** by its authorised officer:

.....
Signature