

MASTER LEASE SCHEDULE

Tax Invoice

This Master Lease Schedule No. _____ (“Lease”) 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

and

Lessee:

Company No _____ NZBN _____ of _____

and incorporates the terms and conditions of that certain Master Lease Agreement dated as of _____ between, among others, Lessor and Lessee (“Master Lease”). Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described items of the Equipment (as defined in the Master Lease) for the Lease Term and on terms and conditions set forth herein. The Lease shall become effective as against Lessor upon Lessor’s execution hereof.

AGREEMENT TYPE:

Rental / Operating Lease

1. EQUIPMENT: (see Attachment A)

2. LEASE TERM:

The Lease shall commence on the day that Lessee executes a Delivery and Acceptance Certificate with respect to the Equipment (“Commencement Date”). The Base Lease Term of the Lease shall be for the term indicated below and shall commence on the date this Master Lease Schedule is signed by Lessor as set out below, unless otherwise agreed by both parties (“Base Term Commencement Date”).

Base Lease Term (in months): _____

3. LEASE PAYMENTS:

(a) Interim Rent is due and payable in full on the date specified in Lessor’s invoice(s) therefore and shall be computed by dividing one payment of Base Term Rent by thirty (30) and multiplying the result by the number of days from and including the Commencement Date to the day preceding the Base Term Commencement Date.

(b) Base Term Rent: \$ _____ + \$ _____ GST = \$ _____

The first installment of Base Term Rent shall be due and payable upon the earlier of (i) the date specified in Lessor’s invoice therefore, or (ii) Base Term Commencement Date. Subsequent installments of Base Term Rent shall be paid for each month during the Lease Term and on the same date of the month as the Base Term Commencement Date.

4. SPECIAL PAYMENTS:

The following Special Payment(s) shall be due and payable on the date Lessee executes this Lease.

Special Payments: \$ _____ + \$ _____ GST = \$ _____

5. DOCUMENT FEE: \$ _____ + \$ _____ GST = \$ _____

6. FAIR MARKET VALUE:

The Fair Market Value at the end of the Base Lease Term is an amount assumed by Lessor in calculating the Lease Payments at the commencement of the Lease.

7. STANDARDS FOR USE AND MAINTENANCE: (see Master Lease)

8. STANDARDS FOR RETURN CONDITION:

In addition to the terms of the Master Lease, on return the Equipment must satisfy the following: (a) has been operated and maintained within all manufacturer’s specifications; (b) can be powered up and function as intended; (c) is in a clean and presentable condition; (d) if relevant, has had all data deleted prior to return; (e) does not have any damage, including, if relevant: (i) having cracks or breaks to any screen; (ii) being password protected; or (iii) missing any accessories including power cords, adaptors, keyboards, mice, docking stations, covers and cases; and (f) is otherwise in good working order and good repair, fair wear and tear excepted.

9. LEASE END OPTION:

At end of the Base Lease Term, the Lessee shall have the option to (i) return any or all items of Equipment, or (ii) allow any or all items of Equipment to enter a renewal term or terms. The monthly payment for each item of Equipment that goes into renewal shall be the same amount that is in effect for such item at the end of the Base Lease Term, as reflected on Lessor’s books and records. Lessee agrees to provide Lessor with written notice of Lessee’s decision not more than 180 days and not less than 30 days prior to the expiration of the Lease Term. If Lessee fails to give Lessor such notice or if the Lessee selects option (i) but fails to return any of the applicable items, then the Lease shall automatically be extended as to such items, on a month-to-month basis, without notice to Lessee upon the same terms and conditions, and may be terminated thereafter upon 30 days prior written notice to Lessor.

10. ADDITIONAL PROVISIONS: _____

11. MODIFICATIONS AND WAIVERS, EXECUTION IN COUNTERPARTS:

To the extent any of the terms and conditions set forth in this Lease conflict with or are inconsistent with the Master Lease, this Lease shall govern and control. No amendment, modification or waiver of this Lease will be effective unless evidenced by a written document signed by both parties. This Lease may be executed in counterparts, all of which when taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Master Lease Schedule to be executed and delivered by their duly authorised representatives as of the dates set forth below.

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

.....
Signature

.....
Name of signatory

.....
Capacity of signatory

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

.....
Signature

Base Term Commencement Date: