



CREDIT APPLICATION FORM

TO: Urban Cranes (as defined in the Conditions), 2/26 Jackson Street, Bassendean WA 6054
The Applicant named in paragraph 1 below hereby applies for a 30 Day Credit Account.

PLEASE READ THIS APPLICATION CAREFULLY It is important that all information is supplied; an incomplete application may cause a processing delay. **PLEASE USE BLOCK LETTERS**

1. Company or Individual name ("the Applicant")	ACN or ABN _____
2. Trading Details	
(i) Registered Business Name (if any):	_____
(ii) Type of Business:	_____
(iii) Established for: _____ years	
(iv) Trading Bank:	Branch No: _____ Account No: _____
3. Address	
(i) Business Address:	Postcode: _____
(ii) Postal Address:	Postcode: _____
(iii) Telephone: _____	Facsimile: _____ Mobile: _____
(iv) Registered Office:	Post code: _____
4. Date of Incorporation: _____	State Incorporated: _____
(Corporate Applicants only)	
5. Authorised capital: \$ _____	Paid up Capital: \$ _____
(Corporate Applicants only)	
6. Trust and trustee details (if applicable):	
Does the Applicant or Directors act as a Trustee or Trustees for a Trust? If so, please complete the details below:	
(i) Name of Trustee:	_____
(ii) Name of Trust:	_____
(iii) Type of Trust:	_____ (Discretionary Family Trust/Unit Trust etc)
7. Directors ("the Directors") Full names and addresses (Corporate Applicants only):	
Surname:	Christian Name: Residential Address: Date of birth:
(i)	
(ii)	
(iii)	
(iv)	
8. Have any of the Directors referred to in 7. above	
(i) Had any of their property or assets attached as a result of a court order, had bankruptcy proceedings instituted against them, or entered into bankruptcy voluntarily?	<input type="checkbox"/> YES <input type="checkbox"/> NO
(ii) Been refused credit, either individually or as a director or shareholder of a company?	<input type="checkbox"/> YES <input type="checkbox"/> NO



9. Land owned by Directors and/or Applicant			
Name of Registered Proprietor:	Address of real property:	Current value:	Value of encumbrances:
(i)		\$	\$
(ii)		\$	\$
(iii)		\$	\$
(iv)		\$	\$
10. Statement of Applicant's assets and liabilities			
Attach a copy of your current Balance Sheet and Profit and Loss Statement or:			
Contact for Financial Statements _____		Telephone No _____	
11. References			
Company/individual name	Person to contact (if Company)	Phone no.	
(i)			
(ii)			
(iii)			
12. Account queries and follow-up			
Please nominate a person to contact for account queries and follow-up: _____			
13. Anticipated aggregate maximum credit limit required from Urban Cranes:			\$



TERMS AND CONDITIONS

1. DEFINITIONS

In these Conditions and this Application:

"Aggregate Maximum Credit limit" means that the sum referred to in paragraph 3.1 of the Conditions which is the aggregate maximum credit limit to be extended to the Applicant by Urban Cranes

"Applicant" means the party or parties defined as the Applicant in the Application.

"Agreement" means the agreement constituted by the acceptance of this Application by Urban Cranes

"Authorised Representative" means Urban Cranes Credit Manager or such other person as may be authorised by the Credit Manager from time to time:

"Conditions" means these terms and conditions.

"Goods" means goods ordered by the Applicant from Urban Cranes pursuant to this Agreement.

"PPSA" means the *Personal Properties Securities Act 2009* (Cth).

"Privacy Act" means the *Privacy Act 1988* (Cth).

"Urban Cranes" means Urban Cranes Pty Ltd (ACN 167 222 371); Urban Tower Cranes Pty Ltd (ACN 616 529 830; Urban Pick & Carry Cranes Pty Ltd (ACN 169 966 787); Rigging & Construction Services Pty Ltd (ACN 169 505 159) and any of their subsidiary trading companies and businesses

(Companies) or their assigns as the context requires, an updated list of the Companies and their trading businesses being available from the Authorised Representative upon reasonable notice and including any holding company, subsidiary or related body corporate (as the expressions are defined in the Corporations Law) of any of the companies and the successors, transferees and assignees of any one or more of the entities described herein.

"Services" means services ordered by the Applicant from Urban Cranes pursuant to this Agreement.

2. ACCEPTANCE OF THE APPLICATION

The Application is accepted by Urban Cranes upon receipt by the Applicant of written notification given by the Authorised Representative (**Notification**) that the Application is accepted by Urban Cranes

3. CREDIT LIMIT

3.1 The Notification, at Urban Cranes sole discretion, may state the Aggregate Maximum Credit Limit that Urban Cranes will extend to the Applicant and the identity of Urban Cranes relevant trading company and its business(es) authorised to extend credit to the Applicant.

3.2 If Urban Cranes accepts this Application. It is not obliged to extend credit to the Applicant in excess of the Aggregate Maximum Credit Limit nor is any trading company or business other than as described in the Notification required to extend credit to the Applicant.

3.3 Urban Cranes may alter the Aggregate Maximum Credit Limit upon notice to the Applicant and/or extend credit to the Applicant in excess of the Aggregate Maximum Credit Limit, in its absolute discretion.

4. PAYMENT OF AMOUNTS OWING

4.1 Each of the trading companies or businesses of Urban Cranes which supplies Goods and/or Services to the Applicant shall provide the Applicant with a monthly statement in respect of thereof (**Statements**).

4.2 The Statements will set out the sum of:

(a) the price of all Goods and/or Services purchased by the Applicant from Urban Cranes pursuant to the credit facility provided herein; less

(b) amounts paid by or credited to the Applicant relating to respective previous Statements.

4.3 Goods and/or Services purchased by the Applicant must be paid within 7 days (**Due Date**).

4.4 Any payments made by the Applicant of less than the net amount shown on the Statements is deemed payment of the price of the Goods and/or Services which were supplied first in time, equivalent to the amount of such payment.

4.5 Time for the payment of the amounts reflected in the respective Statements is of the essence of the Agreement and if the Applicant fails to pay the amount in full by the Due Date in respect of anyone or more Statements. Urban Cranes may:

(a) treat the Agreement as repudiated by the Applicant; or

(b) suspend the delivery or provision of Goods and/or Services the subject of this Agreement or any goods or services the subject of any other contract with the Applicant,

without incurring any liability whatsoever to the Applicant and without prejudice to any other remedies allowed by law to Urban Cranes.

4.6 In addition, and if the Applicant fails to pay the amount reflected on any Statement when due, but without prejudice to the rights of Urban Cranes as provided in paragraph 4.5, the Applicant must (if required by Urban Cranes) pay interest to Urban Cranes on the outstanding amount (or part thereof) at a rate of 15% per annum, calculated from the Due Date to the last day of the month of actual payment of the outstanding amount.

5. TERMS AND CONDITIONS OF SUPPLY

Each supply of Goods and Services shall be subject to Urban Cranes standard terms and conditions applying to the relevant supply as at the time of the particular supply other than the time for payment, which shall be in accordance with this Agreement. If there is any inconsistency between those terms and conditions and this Agreement, this Agreement shall prevail. Those terms and conditions will be supplied on request.

6. PASSING OF RISK

The Goods are at the Applicant's risk from the time the Goods leave Urban Cranes premises for delivery to the Applicant.

7. PASSING OF PROPERTY AND PPSA

7.1 Ownership of the Goods remains with Urban Cranes until the Applicant has paid in full the price of the Goods.

7.2 The Applicant agrees with Urban Cranes that upon delivery of the Goods the Applicant-

(a) must store the goods separately from property belonging to the Applicant; and

(b) if the Applicant:

(i) makes produces or manufactures a new object from the Goods whether finished or not;

(ii) incorporates or mixes the Goods with other goods; or

(iii) allow the Goods to become part of other goods,

(New Goods)

while Urban Cranes remains the owner of the Goods, the ownership of the New Goods immediately passes to Urban Cranes at the moment of the event or single operation by which the Goods are converted into, are incorporated or mixed, or become part of the New Goods and the Applicant must keep the New Goods as fiduciary owner for Urban Cranes and must store the New Goods separately from property belonging to the Applicant unless the New Goods are part of a building, whether completed or under construction and the Applicant will not grant any security interest in the Goods to any third party or do anything that may result in any person obtaining such an interest in the Goods.

7.3 Notwithstanding clause 7.2 the Applicant may sell the Goods or the New Goods to a third party (**Third Party**) in the ordinary course of the Applicant's business, and deliver them to the Third Party prior to payment in full to Urban Cranes, provided that:

(a) where the Applicant is paid by the Third Party, the Applicant holds the whole of the proceeds of sale on trust for Urban Cranes and must immediately upon payment by the Third Party pay those proceeds (up to the amount owing to Urban Cranes) to Urban Cranes, and charges those proceeds and any property into which those proceeds are converted (**Proceeds**) to Urban Cranes as security for all monies due to Urban Cranes; and



- (b) where the Applicant is not paid by the Third Party, the Applicant:
- (i) charges to Urban Cranes as security for payment of all monies due to Urban Cranes, any rights the Applicant retains in or in respect of the Goods or the New Goods, including any security or retention of title rights;
 - (ii) charges to Urban Cranes as security for payment of all monies due to Urban Cranes, its right to payment from the Third Party in respect of the sale of the Goods or the New Goods; and
 - (iii) shall, upon request from Urban Cranes, assign to Urban Cranes those claims against the Third Party.
- 7.4** Urban Cranes and any of its employees or agents, are hereby irrevocably authorised to enter upon any premises occupied by the Applicant in order to retake possession of any Goods for which payment has not been made pursuant to paragraph 4.3.
- 7.5** The Applicant consents to Urban Cranes registering its interest in the Goods, any New Goods and Proceeds as a purchase monies security interest under the PPSA. The Applicant shall sign all documents and provide all information and assistance required to give effect to that registration. The Applicant waives the right to receive a verification statement in relation to any such registration and to the fullest extent possible, the parties contract out of:
- (a) all provisions of the PPSA requiring Urban Cranes to give the Applicant notice of any matter; and
 - (b) sections 125, 132(3)(d); 132(4), 135, 142 and 143 of the PPSA.
- 7.6** The Applicant undertakes (subject to clause 7.3) until the Goods are paid for in full, to:
- (a) do anything required by Urban Cranes to maintain, perfect or enforce Urban Cranes' s interest in the Goods, and to ensure that Urban Cranes' s interest, rights and obligations are not adversely affected by the PPSA;
 - (b) not grant any security interest in the Goods, New Goods and Proceeds to any third party; and
 - (c) not register or allow to be registered a financing statement in respect of the Goods, New Goods or Proceeds in favour of the Applicant or any third party.
- Urban Cranes rights under this document are in addition to, and not in substitution of any rights Urban Cranes has under any law, including the PPSA, and its rights at common law, including as owner of the Plant. The Applicant agrees that Urban Cranes may exercise its rights as it sees fit.
- 8. EXCLUSION**
- 8.1** Urban Cranes is not under any circumstances liable to the Applicant for any economic or consequential loss, damage or other expenses whatsoever suffered by the Applicant arising out of or in consequence of any fault or defect in the Goods and/or Services (whether or not such fault or defect was caused by the negligence of Urban Cranes) or the exercise of any of Urban Cranes' s rights under this Agreement, including the right to seize or take possession of any property (including the Goods).
- 8.2** To the extent that they are capable of being excluded, any warranties or guarantees established by legislation or common law or equity and deemed to form part of this Agreement are hereby excluded.
- 8.3** The Conditions shall be read in conjunction with the terms and conditions of any invoice, statement or other document provided to the Applicant by Urban Cranes upon the delivery of the Goods or in providing the Service, and in the case of a conflict of interpretation, the Conditions prevail.
- 9. DEFAULT**
- If:
- (a) the Applicant commits a breach of its obligations to Urban Cranes under the Agreement and does not remedy the default or breach within seven (7) days; or
 - (b) a judgement, order or encumbrance is enforced, or becomes enforceable upon any of the Applicant's property; or
 - (c) any bankruptcy proceedings are instituted against the Applicant (if applicable); or
 - (d) the Applicant becomes subject to any external administration under the Corporations Law; or
 - (e) a change occurs in a circumstance which is represented under the agreement to exist which in the reasonable opinion of the Authorised Representative may have a material adverse affect on the ability of the Applicant to observe its obligations under the Agreement,
- then Urban Cranes may, without prejudice to any other rights or remedies which it might have, and acting through the Authorised Representative, cancel the provision of credit to the Applicant without notice and is entitled to immediate payment of the sum equal to the price of all Goods and/or Services then unpaid, together with other costs and expenses as provided in the Conditions. A document signed by the Authorised Representative as to the amount owing by the Applicant is conclusive evidence of that amount, except in the case of manifest error.
- 10. REPRESENTATIONS**
- The Applicant (and the Directors and Partners of the Applicant, if applicable), warrants as to the correctness of the information which it/they has/have furnished to Urban Cranes in this Application, and acknowledges that Urban Cranes has relied upon that information in determining whether or not to grant credit, and the extent thereof, to the Applicant.
- 11. COSTS**
- If payment is not made by the Applicant in accordance with the terms of this Agreement then the Applicant must pay all costs and other expenses of whatsoever nature (including all debt collection fees and commissions legal expenses on a solicitor/client basis) which may be incurred by Urban Cranes in recovering any sums due.
- 12. CHARGE**
- The Applicant hereby charges all land owned or in the future acquired by it to secure payment of all monies which are or may become owing under this Agreement and:
- (a) consents to an absolute caveat being registered by Urban Cranes at any time in respect of such land to protect its charge; and
 - (b) must enter into a mortgage in respect of such land immediately upon request of the Authorised Representative, such mortgage containing standard clauses prepared by the Urban Cranes' s solicitors, a copy of which is available for inspection at the Urban Cranes' s office.
- 13. SET-OFF**
- The Applicant agrees and irrevocably authorises Urban Cranes to set-off against any sums which may be due to Urban Cranes under this Agreement any other sums which may be owed by Urban Cranes to the Applicant.
- 14. GENERAL**
- 14.1** The Agreement supersedes all prior agreements, understandings and negotiations. No terms and conditions at variance with the Conditions apply to the provision of credit, unless expressly accepted by the Authorised Representative in writing.
- 14.2** No waiver by Urban Cranes of any provisions of the Conditions is effective unless in writing and signed by the Authorised Representative.
- 14.3** If any of the Conditions is or becomes for any reason wholly or partly invalid, that Condition is to the extent of the invalidity severed without prejudice to the continuing force and validity of the remainder of those Conditions.
- 14.4** The Applicant is not entitled to make any deduction from amounts owing to Urban Cranes in respect of any set off or counterclaim to be held back for retention.
- 14.5** The Applicant must not assign or transfer any its rights or obligations in connection with this Agreement to any other person whatsoever.
- 14.6** Any notice to be given to the Applicant is deemed to be received by the Applicant upon its being posted or sent by facsimile to the trading or registered address of the Applicant set out in the Application (or such other address as the Applicant may advise in writing from time to time) to the Authorised Representative.



- 14.7** This agreement is governed by and construed in accordance with the laws of Western Australia, and the Applicant agrees to submit to the exclusive jurisdiction of the Courts of Western Australia. The Applicant irrevocably waives any objection to the venue of any legal process selected by Urban Cranes
- 14.8** If the Application is made by more than one Applicant, each Applicant is jointly and severally liable under this Agreement.
- 14.9** The Applicant must advise the Authorised Representative in writing not later than fourteen (14) days before a change in effective control of the Applicant or of any change or alteration of any particulars contained in this Application (if applicable). Urban Cranes (upon receipt of such advise) is entitled to review the agreement, and in its sole discretion, to terminate the Applicant's credit facilities upon seven (7) days written notice (**Notice Period**) to the Applicant. In such circumstances, Urban Cranes is entitled to payment by the Applicant of a sum equal to the cost of Goods and/or Services then unpaid by the Applicant upon expiry of the Notice Period. The Applicant shall indemnify Urban Cranes in respect of any loss arising from the Applicant's failure to so notify.
- 14.10** If the Applicant signs the Application as the trustee of any trust (**Trust**), the Applicant is personally liable for the performance of all covenants contained in the Agreement, and agrees that Urban Cranes right of recourse pursuant to this Agreement shall not be limited to the Applicant's assets but shall extend to the assets of the trust.
- 14.11** The Applicant shall pay all duties, fees and expenses associated with the Application and the Agreement, and the registration of any caveats, withdrawal of caveats, mortgages or discharge of mortgages and stamp duty.

NOTES: THESE ARE IMPORTANT AND SHOULD BE READ

- (i) The conditions form part of this Application, and if this Application is accepted, an order placed by the Applicant or delivery of the Goods and/or provision of the Services to the Applicant will constitute unqualified acceptance by the Applicant of the Conditions including any Credit Limit in terms of (ii).
- (ii) The Credit Limit (if any) extended to the Applicant will be solely at the discretion of the Urban Cranes
- (iii) This Application may be accepted by Urban Cranes in the manner referred to in paragraph 2 of the Conditions and may also be accepted by Urban Cranes by the supply of goods and/or services to the Applicant on credit terms pursuant to this Application.
- (iv) The Directors (or some other party) may be required by Urban Cranes to sign guarantees to support this Application. The Directors agree that Urban Cranes may seek a credit report from a credit reporting agency containing personal credit information about the Directors to assess whether to accept the Directors as guarantors. For that purpose, Urban Cranes may disclose personal information about the Directors as prescribed in the Privacy Act to that agency. The Directors also agree that the Urban Cranes may give to and seek from any credit providers named as references in this Application and any credit providers named in a credit report issued by a credit reporting agency personal information about the Directors credit arrangements as prescribed in the Privacy Act.



SIGNED BY ALL THE APPLICANTS THIS _____ DAY OF _____ 20_____
Complete Signatory Section A or B below.

Signatory Section A

If the Applicant is a company, the signatory(s) below warrants by his/her signature that he/she is authorised by the Applicant to make this Application on its/their behalf and to bind the Applicant to this Agreement.

- 1. _____ (Print Name)
Signature - Director
- 2. _____ (Print Name)
Signature - Director
- 3. _____ (Print Name)
Signature - Director
- 4. _____ (Print Name)
Signature - Director

For and on behalf of _____ Pty Ltd
Ltd
(delete one)

Signatory Section B

If the Applicant is a sole trader or partnership, the signatory(s) below warrants by his/her signature that he/she is authorised by the Applicant to make this Application on its/their behalf and to bind the Applicant to this Agreement.

- 5. _____ (Print Name)
Signature - Applicant
- 6. _____ (Print Name)
Signature - Applicant
- 7. _____ (Print Name)
Signature - Applicant

For and on behalf of (print trading name) _____



TO: Urban Cranes

This Deed of Guarantee (**Deed**) is made by:

Name: _____
(Full Names of Guarantor in BLOCK LETTERS)

of: _____

Name: _____
(Full Names of Guarantor in BLOCK LETTERS)

of: _____

Name: _____
(Full Names of Guarantor in BLOCK LETTERS)

of: _____

Name: _____
(Full Names of Guarantor in BLOCK LETTERS)

of: _____

(hereinafter referred to jointly and severally as "the **Guarantor**")

RECITALS

A _____ (**Debtor**), has submitted
(Please print the Applicant's full name in BLOCK LETTERS)

an application to be supplied with Goods and/or Services on credit (**Application**) by Urban Cranes on the terms and conditions set out in the Application.

Unless stated otherwise, terms used in the Application are adopted in this Deed.

IT IS AGREED THAT:

1. If Urban Cranes accepts the Application then the Guarantor agrees jointly and severally to guarantee the performance of the terms and conditions of the Agreement by the Debtor in respect of Goods and Services supplied by Urban Cranes to the Debtor from time to time (**Guarantee**).
2. The credit limit (if any) provided in the Application and/or the Agreement shall not affect the scope of this Guarantee.
3. This Guarantee and indemnity is irrevocable and continuing.
4. The liability of the Guarantor under this Guarantee is not limited or affected, and the rights of Urban Cranes under this Deed remain fully enforceable, notwithstanding the occurrence of anyone or more of the following circumstances:
 - (i) the granting of any indulgence or concession at any time by Urban Cranes to the Debtor;
 - (ii) any variation of the Agreement, with or without the Guarantor's prior knowledge;
 - (iii) any compromise, release, discharge, waiver or variation of any right by Urban Cranes;
 - (iv) the fact that monies payable by the Debtor to Urban Cranes may not be recoverable or may cease to be recoverable in whole or in part;
 - (v) the existence now or at any future time of any legal disability in the Debtor or the Guarantor or any person named as a Guarantor;
 - (vi) the death of a person named as a Guarantor (in which case his or her estate shall have continuing liability under this Deed);
 - (vii) the bankruptcy of a person named as a Guarantor, or any deed of arrangement, assignment or composition entered into for the benefit of creditors of such a person;
 - (viii) the fact that one or more of the persons named as a Guarantor may never execute this Deed or that the execution of this Deed by anyone or more of such Guarantor (other than the persons sought to be made liable hereunder) is or may become unenforceable.
5. The Guarantor must indemnify and keep indemnified Urban Cranes against all costs and expenses incurred by Urban Cranes in respect of any breach by the Debtor in performing in accordance with the terms and conditions of the Agreement, and must pay all costs and expenses incurred by Urban Cranes in respect of any breach by the Guarantor of the terms and conditions of this Deed, including all legal expenses on a solicitor/client basis incurred in enforcing the terms and conditions of this Deed.
6. If any payment made to Urban Cranes and later avoided by any statutory provisions is deemed not to have discharged the Guarantors liability, then Urban Cranes, the Debtor and the Guarantor are restored to the rights and liabilities which each respectively would have had if the payment had not been made.
7. The Guarantor must not prove or claim in any bankruptcy, liquidation, composition, arrangement or assignment or in respect of the appointment of any liquidator, administrator, receiver or trustee until Urban Cranes has received 100 cents in the dollar in respect of monies owing by the Debtor to Urban Cranes and the Guarantor must hold in trust for Urban Cranes such proof and claim and any dividend received thereon.
8. Urban Cranes may:
 - (a) seek from a credit reporting agency reports containing personal information about the Guarantor in order to assess whether to accept the Guarantor as a guarantor in the respect of credit applied for by or provided to the Debtor and for that purpose, may disclose personal information about the Guarantor (as prescribed in the Privacy Act) to that agency; and
 - (b) give to and seek from any credit providers named in a credit report issued by a credit reporting agency information about the Guarantor's credit arrangements as allowed in the Privacy Act.
9. The Guarantor hereby charges all land owned or in the future acquired by Guarantor to secure payment of all monies which are or may become owing under the Agreement and/or this Deed and:
 - (a) consents to an absolute caveat being registered by Urban Cranes at any time in respect of such land;



- (b) must enter into a mortgage in respect of such land immediately upon request of the Authorised Representative defined in the Application, such mortgage containing standard clauses prepared by Urban Cranes' s solicitors, a copy of which is available for inspection at Urban Cranes' s office.
10. Urban Cranes is not obliged to take any action or give notice to the Debtor or to make demand against the Debtor before claiming against the Guarantor.
 11. This Guarantee binds the personal representatives, assigns, transferees, or successors of the Guarantor.
 12. Urban Cranes may at any time assign all or any of the benefits and advantages of this Guarantee to any person as it thinks fit without prior notice to the Guarantor.
 13. The Guarantor shall pay all duties, fees and expenses associated with the grant of this Guarantee, and the registration of any caveats, withdrawals of caveats, mortgages or discharge of mortgages and stamp duty.
 14. The Guarantor acknowledges that each person named as a Guarantor has had full and ample opportunity prior to the execution of this Deed to obtain independent legal advice as to the extent of this Deed.
 15. A statement in writing signed by any officer, employee or agent of Urban Cranes as to any matter or as to any amount payable to Urban Cranes pursuant to this Deed as at the Date set out in the Statement is conclusive evidence of that amount, except in the case of manifest error.
 16. This Deed continues to bind the Guarantor notwithstanding any changes which may from time to time take place in the composition, shareholders or partners of the Debtors.
 17. Urban Cranes may at any time in its absolute discretion and without giving any notice whatsoever to the Guarantor refuse credit or supply of goods and/or services to the Debtor.
 18. Any demand note or document to be served on the Guarantor may be served by delivering or posting it to the Guarantor at the address or at each address stated above provided however that the making of such a demand is not a condition precedent to any liability hereunder.
 19. This Deed shall be construed according to the laws of Western Australia.
 20. The Guarantor agrees to submit to the exclusive jurisdiction of the courts of Western Australia.
 21. The Guarantor irrevocably waives any objection to the venue of any legal process selected by Urban Cranes
 22. The Guarantor irrevocably waives any immunity in respect of its obligations under this Deed that it may acquire from the jurisdiction of any court or any legal process for any reason including, but not limited to, the service notice, attachment prior to judgment, attachment in aid of execution or execution.
 23. If any of the persons named as Guarantor executes this Deed as the trustee of any trust (**Guarantor Trust**), such Guarantor is liable for the performance of all covenants contained in this Deed and agrees that Urban Cranes right of recourse under this Deed will not be limited to that person's assets, but extend to the assets of the Guarantor Trust.

SIGNED BY ALL GUARANTORS THIS _____ **DAY OF** _____ **20** _____

SIGNED, SEALED AND DELIVERED

<p>X _____ (signature of Guarantor)</p>	<p>X _____ of (signature of witness)</p> <p>_____ (full name and address of above witness)</p>
<p>X _____ (signature of Guarantor)</p>	<p>X _____ of (signature of witness)</p> <p>_____ (full name and address of above witness)</p>
<p>X _____ (signature of Guarantor)</p>	<p>X _____ of (signature of witness)</p> <p>_____ (full name and address of above witness)</p>
<p>X _____ (signature of Guarantor)</p>	<p>X _____ of (signature of witness)</p> <p>_____ (full name and address of above witness)</p>

