



AS THE SECURITY TO BE TAKEN MAY INCLUDE LAND OR ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OR BOTH AND IF A PROPOSED GUARANTOR IS TAKING ON OBLIGATIONS FOR THE LOAN APPLICANT/BORROWER, BOTH THE LOAN APPLICANT/BORROWER AND THE PROPOSED GUARANTOR ARE ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THE LOAN AGREEMENT AND THE GUARANTEE

ACKNOWLEDGEMENT AND AGREEMENT OF GUARANTOR(S) AND BORROWER(S).
(IF THERE IS NO GUARANTOR, IT APPLIES ONLY TO THE BORROWER(S))

Please note that this section is not the loan agreement and is merely an attempt to make sure that you understand important facts about it

- 1. I understand that by signing the loan and security agreement or guarantee I become liable for repayment of the loan in full. If I am a borrower I must make all the payments. **If I am a guarantor I know that if the borrower does not pay I have to pay. As guarantor I have to do everything the borrower must do if he does not do it.** I have read the agreement and guarantee or I have been given an opportunity to read it/them before signing.
- 2. I have been advised to obtain independent legal advice as to what I must do and what rights the lender has in this agreement. That means I should talk to a lawyer about this agreement. I should talk to a lawyer who is independent. That means a lawyer who is not advising any other borrower or guarantor or anyone else who receives the money. I have been asked to take the time to obtain advice before signing the loan agreement or guarantee. **If I am a guarantor I am particularly asked to note this advice before signing any guarantee.**
- 3. I promise to the lender that I have the financial ability to pay any instalments due under the loan agreement and to make the final payment OR if I cannot make the payments, I am prepared to lose the property I provide as security. I have thought about this carefully.
- 4. I acknowledge that the borrowers and any guarantors all must pay the unpaid balance. This means the lender may claim the unpaid balance from one of us or all of us. **Also if I am guarantor I know I must do all the other things that the borrower must do as well as pay. I must not do the same things that the borrower must not do.**
- 5. I understand that if I provide collateral (e.g. a car or other goods or company shares or present and future personal property) as security I could lose them. That means that if I or any other borrower or guarantor do not pay, that car or goods or other collateral may be
 - a. repossessed by the lender (if the lender does not already hold it) or
 - b. seized by court officers after judgment and sold to pay the debt. **If I am a guarantor I am also particularly asked to note this.**
- 6. I understand that if I provide land as security, the lender may lodge a caveat against the title to that land. That means I could not mortgage my own land unless the lender agreed. The lender may also register a mortgage and may sell that land if I or any other borrower or guarantor do not pay the unpaid balance. **If I am a guarantor I am also particularly asked to note this.**

.....
Guarantor's Initials

- 7. I understand that I am being asked to grant a power of attorney to the lender which the lender may use to protect its rights under the agreement. That means the lender may sign in my name as if the lender was me. The lender may use that power to register a mortgage over land to itself. **If I am a guarantor I am also particularly asked to note this.**

Borrower 1

I have had time to obtain advice but have voluntarily chosen not to do so OR I have taken independent legal advice.
Signature

Borrower 2

I have had time to obtain advice but have voluntarily chosen not to do so OR I have taken independent legal advice.
Signature

Borrower 3

I have had time to obtain advice but have voluntarily chosen not to do so OR I have taken independent legal advice.
Signature

Borrower 4

I have had time to obtain advice but have voluntarily chosen not to do so OR I have taken independent legal advice.
Signature



Guarantor 1

I have had time to obtain advice but have voluntarily chosen not to do so OR I have taken independent legal advice.

.....
Signature

Guarantor 2

I have had time to obtain advice but have voluntarily chosen not to do so OR I have taken independent legal advice.

.....
Signature

Guarantor 3

I have had time to obtain advice but have voluntarily chosen not to do so OR I have taken independent legal advice.

.....
Signature



ENTER YOUR BANK ACCOUNT DETAILS

Please fill in the fields below if you wish to have your cash advance placed directly into your bank account.

Name of Account _____

Bank Name _____

Branch Name _____

Bank Account Number _____

LOAN AND SECURITY DEED OF AGREEMENT AND DISCLOSURE OF TERMS AND GUARANTEE (IF APPLICABLE)

Please read this paragraph. This deed of agreement is intended to be written in plain language. To help with that there are explanations and a list of meanings right at the end beginning with paragraph 47 of the Operative Terms. Firstly we have a list of meanings of words which we use in this agreement. That is paragraph 47 of the Operative Terms. Then in paragraph 48 we explain and give examples of some things referred to in the disclosure statement. Finally, in paragraph 49 of the Operative Terms we have a description of how we use words like “charge”, “credit”, “debit” and “enforce”. These are all intended to help you understand what the agreement is all about.

This deed is made on the day and year shown before the signatures below BETWEEN Real Finance Limited (“the lender” or “we”) AND the borrowers (“you”) described below.

BACKGROUND

- A. The lender has agreed to lend to you the initial unpaid balance and any subsequent advances shown in the disclosure statement below.
- B. The borrowers (and any guarantors) who own the collateral (defined in “Meaning” paragraph 47 of the Operative Terms) have agreed to grant a security interest in that property to the lender and
- C. The borrowers (and any guarantors) who own the land to be mortgaged have agreed to grant a mortgage over that land to the lender.

OBLIGATION

You acknowledge that you owe to the lender the initial unpaid balance set out in the disclosure statement. You promise to pay that amount and make the payments due under this agreement in the manner set out in the disclosure statement and Operative Terms of this agreement. You also promise to comply with (go along with, keep the rules of) the terms of this agreement.



DISCLOSURE STATEMENT FOR CONSUMER CREDIT CONTRACTS
(OTHER THAN REVOLVING CREDIT CONTRACTS)

ClientAddress

| | |
|----------------|---------------|
| Loan Number | LoanId |
| Statement Date | LoanStartDate |
| Client Number | ClientId |

| | |
|--------------|----------|
| Account Name | LoanName |
| Account Type | LoanType |

IMPORTANT INFORMATION

Guarantor

Initial disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 for consumer credit contracts other than revolving credit contracts.

IMPORTANT - This document sets out key information about your consumer credit contract. You should read it thoroughly. If you do not understand anything in this document you should seek independent advice. You should keep this disclosure statement and a copy of your credit contract in a safe place.

The law gives you a limited right to cancel the consumer credit contract. (See below for further details) Note that strict time limits apply.

FULL NAME AND ADDRESS OF LENDER. This is the person providing you the credit.

| | | |
|---|-------------------|------------------------------|
| <p>You may send notices to the Lender by:</p> <ul style="list-style-type: none"> • Writing to the Lender at its postal address; or • Sending a fax to the number specified (if any); or • Sending an email to the address specified (if any). | Name: | BranchName |
| | Physical Address: | BranchAddressPhysical |
| | Postal Address: | BranchAddress |
| | Fax: | BranchFacsimile |
| | Email: | BranchEmail |

FULL NAME AND ADDRESS OF BORROWER(S) AND GUARANTOR(S). This is the person responsible for making payments to the Lender.

| | | |
|------------|--|--|
| JointNames | | |
|------------|--|--|

CREDIT DETAILS

Initial unpaid balance.

This is the amount you owe at the date of this statement (including any fees charged by the Lender).

OpeningBalance made up of: OpeningTransactions

Subsequent advance(s)

There are no subsequent advances.

Total advances

This is the total amount of all advances made or to be made to you.

TotalAdvances

PAYMENTS. You are required to make each payment of the amount specified and at the time specified.

Payments

Total amount of payments

TotalPayments

Method of Payment

PaymentMethod

INTEREST

Annual interest rate:

InterestRateAnnual

InterestRatePeriod

Total interest charges

This is the total amount of the interest charges payable under the contract.

TotalInterest

Method of charging interest

InterestMethod

Interest free period

InterestFreePeriod

CREDIT FEES AND CHARGES

The following credit fees and charges (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with, the contract.

Your credit contract may allow the lender to vary these fees and charges:

Fees

Loan Statement Fee; \$8.00: Where you request us to provide you with a statement of your account.

Collateral Amendment Fee; \$30.00: Where you request (and we agree) to amend the security used to secure this loan contract.

Contract Redocumentation Fee; \$30.00: Where you request (and we agree) to amend the repayment schedule for this loan contract.

If we use a solicitor to prepare any document for this loan, the fees charged by that solicitor

Mortgage/Caveat Fee; \$849.00, and Discharge Fee; \$199.00; to provide any document we may register or whatever we must pay for Land Information NZ and solicitors fees at the time if the payable figure is different from that shown.

The costs expenses and other liabilities listed in paragraph 10d of the Operative Terms which arise when you are not in default.

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

CONTINUING DISCLOSURE

The lender is required to provide you with regular statements. These will give you information about your account. Statements will be provided 6 monthly. However if you require a statement of your account immediately, we are happy to provide one for you at the cost outlined in "CREDIT FEES AND CHARGES". If you do not wish this cost to be debited to your account nor to pay interest on it, you should pay the fee at the same time you request a Loan Statement.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

Security interest

This is secured credit. The lender has an interest in the property listed below to secure performance of your obligations under the contract, or the payment of money payable under the contract, or both. If you fail to meet your commitments under the contract, then to the extent of the security interest the lender may be entitled to sell or repossess and sell this property. The security interest in the collateral is as defined in section 17 of the Personal Property Securities Act 1999 and it secures payment of all the unpaid balance and performance of all the collateral owner's obligations under this contract (or the guarantee as the case may be) to the extent of the value of the collateral.

If we sell collateral after we repossess it, and the net proceeds are not enough to repay what you owe us (the unpaid balance), you and any guarantor will owe us the difference. We may recover that amount from you and any guarantor.

Whoever owns the collateral (you or a co-borrower or a guarantor) may not give security over the collateral to any other person or company and, if the owner does so, the owner will be in breach of this agreement and we may repossess and sell the collateral.

Property which is or will be subject to a security interest

Personal Property - Collateral

All present and after-acquired personal property owned by JOINTNAMES. (However, such property does not include consumer goods which are beds and bedding, cooking equipment including cooking stoves, medical equipment, portable heaters, washing machines and refrigerators unless the lender's security interest is a purchase money security interest. Further, such property completely excludes travel documents, identification documents and bank cards). The collateral INCLUDES the following;

Security

Default interest charges and default fees

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, the default fees specified below are payable. Your credit contract may allow the lender to vary these fees and charges.

Default interest. DefaultInterest

If we accelerate payment (call up payment early) of the unpaid balance because you have failed to pay an instalment or other amount when due, we will only charge you default interest on the overdue instalments or other overdue amounts for which payment has not been accelerated. However, if we accelerate payment of the unpaid balance as a result of your default (other than your failure to pay the instalment or other overdue amount) or you do not repay at the end of the contractual term the default interest rate will be 10.00% per annum more than the interest rate provided for in the INTEREST section above charged on the unpaid balance.

Default interest on the unpaid balance is charged from when the unpaid balance was accelerated or it falls due at the end of the contractual term until you repay it in full and it is calculated and charged to your account in the same manner as other default interest.

Default Fees:

DefaultFees if the account is in arrears at any stage during the month the payment is due.

\$1.00 SMS Fee each time we send you or to anyone representing you an SMS (Text) Message about a missed payment(s) or about any other default you commit under this agreement or about ongoing default.

\$1.00 Telephone Call Fee each time we have to contact you about a missed payment(s) or about any other default you commit under this agreement.

\$8.00 Letter Fee any time we write to you or anyone representing you about a missed payment(s) or about any other default you commit under this agreement or about ongoing default.

\$45.00 Legal Notice Fee, where we send you a repossession warning notice, court notice or other notice required by law to enforce collection of your debt .

\$150.00 Court Proceedings Fee when we issue Court proceedings against you.

\$10.00 Consumer Monitor Fee each time we receive a Consumer Monitor Report concerning your credit activity.

\$40.00 per hour Travel fee if a staff member of ours finds it necessary to travel to visit you or any guarantor or otherwise to attend any meeting or any court or tribunal. Mileage may be charged at the current rate recommended by the Automobile Association.

\$1.66 Defaulted payment fee debited if any scheduled payment onto your account from your bank is made late, is reversed, or is not made.

\$34.00 per hour Default time fee if staff of ours spends time on the administration of your account when you are in default. "Administration" in this case includes all work on our recovery of the unpaid balance but which is not charged to you otherwise. The default time fee includes all time our staff spend outside our offices. This means if our staff have to spend time, for example, trying to find you or travelling to see you or talking to debt collectors or solicitors we may charge you that hourly rate.

\$60.00 Home Visit Fee if we visit you in person about a missed payment(s) or about any other default you commit under this agreement.

The costs to us of Court or Disputes Tribunal proceedings and repossession and sale of collateral and the sale of the land to be mortgaged. These include filing fees, actual solicitor's fees and disbursements (assessed on a solicitor client basis) and debt collection agency commissions, fees and disbursements.

Additionally you must pay us the costs and disbursements of repossession agents, valuers, auctioneers, process servers and any of our agents in enforcing this agreement. We will also charge you for any dealings (we have while you are in default) with other persons with respect to the debt or any security you (may) provide. In addition the lender will charge you the cost of doing anything which you have failed to do and which it has done. You will also be charged for the costs expenses and other liabilities listed in paragraph 10d of the "Operative Terms" arising out of your default.

FULL PREPAYMENT

If you pay the unpaid balance in full 14 days or more before the final payment is due (**full prepayment**), you will also have to pay the lender's administrative costs relating to the full prepayment.

Administrative costs/ fees: \$11.00 for our work associated in receiving the request for and processing the full prepayment and in discharging or releasing any security. This may change if you ask for a full prepayment figure more than once. (Amounts we have to pay for security release are additional)

RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the lender.

Time limits for cancellation

You must give notice that you intend to cancel a contract within 9 working days of the statement date on the front of this document. Saturdays, Sundays, and national public holidays are not counted as working days.

How to cancel

To cancel you must give the lender written notice that you intend to cancel a contract by –

- * giving notice to the lender or an employee or agent of the lender; or
- * posting the notice to the lender or an agent of the lender; or
- * emailing the notice to the lender's email address (if specified on the front of this disclosure statement); or
- * sending the notice to the lender's fax number (if specified on the front of this disclosure statement).

You must also return to the lender any advance and any other property received by you under the contract.

What you may have to pay if you cancel

If you cancel the contract the lender can charge you the amount of any reasonable expenses the lender had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc).

If you cancel the contract, the lender can also charge you –

- the amount of any reasonable expenses the lender had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports etc)
- Interest for the period from the day you received the advance until the day you repay the advance.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship or other reasonable cause, you may be able to apply to the lender for a hardship variation.

To apply for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reasons(s) for the application; and
- (c) request one of the following:
 - * an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
 - * postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
 - * both of the above; and
- (d) give the application to the lender.

Do this as soon as possible. If you leave it too long, the lender may not have to consider your application. Please note also that you may not make an application if, when you entered the consumer credit contract, the illness, injury, loss of employment, end of relationship or other reasonable cause was reasonably foreseeable to you. For example if you signed this agreement contract after your employer told you that you were likely to be made redundant, it would be reasonably foreseeable that you might lose your job.

DISPUTE RESOLUTION

We are members of a dispute resolution scheme to comply with the Financial Service Providers (FSP) Act 2008. This means that our clients are able to receive independent and urgent attention by experienced financial mediators, should we fail to reach mutual agreement on any aspect of this loan agreement.

This service is free to you.

Name of dispute resolution scheme provider: **Financial Services Complaints Limited**

Contact details of dispute resolution scheme:

Phone: 0800 347 257

Website: www.fscl.org.nz

Business Address: Level 4, 101 Lambton Quay, Wellington 6145



REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Lender Registration Name: Real Finance Limited
Registration Number: FSP3821

SIGNING

I have received a copy of this disclosure statement and the Operative Terms and if I am the guarantor I have received a copy of the guarantee as well. I agree as set out in the disclosure statement and the Operative Terms and if I am the guarantor, I agree to the terms of the guarantee as well.

DATE OF SIGNATURE:

BORROWER'S SIGNATURE(S)

DebtorSignature

WITNESS SIGNATURE

I confirm this contract was signed by the above Borrower(s) in my presence:

| Witness Name | Witness Occupation | Witness Address | Witness Signature |
|--------------|--------------------|-----------------|-------------------|
|--------------|--------------------|-----------------|-------------------|