

Home Loan Agreement Specific Terms

China Construction Bank (New Zealand) Limited agrees to make you a term loan on the terms and conditions of this Agreement.

This Agreement has two parts - these Specific Terms and the attached Home Loan Agreement General Terms (Version February 2020) (General Terms).

Specific Terms	General Terms
<p>These Specific Terms set out all the terms that are specific to your Loan, including how much you can borrow, what the loan can be used for, the interest rates and fees that apply, the property you grant us security over and any special conditions that apply.</p> <p><i>It includes the Home Loan Terms and the Other Key Information set out in the tables below.</i></p>	<p>The attached General Terms include information that apply to all our home loans.</p> <p>This includes information about how you can access your loan, the promises you make to us and what we can do if you break any of your promises.</p>

You should read both parts of this Agreement carefully. If you do not understand any part of this Agreement, you should get independent advice from a New Zealand qualified lawyer.

You should keep this Agreement in a safe place.

PARTIES AND NOTICE DETAILS

<p>CHINA CONSTRUCTION BANK (NEW ZEALAND) LIMITED</p> <p>We are the Lender under this Agreement and are also referred to as we and us.</p> <p>We are registered on the Financial Service Providers Register under number: FSP384546</p> <p>Our registered name on the Financial Services Providers Register is China Construction Bank (New Zealand) Limited</p>	<p>Head Office Address:</p>	<p>Level 29, Vero Centre 48 Shortland Street Auckland 1010</p>
	<p>Email:</p>	<p>homeloan@nz.ccb.com</p>
	<p>Telephone:</p>	<p>+64 9 338 8185</p>
	<p>Attention:</p>	<p>CCB Team</p>
<p>Borrower (called you)</p>	<p>Name:</p>	<p>BorrowerFullnameliability</p>
	<p>Address:</p>	<p>BorrowerMailingaddresscomma</p>
	<p>Email: (by providing your email address, you agree to receiving all communications from us in electronic form)</p>	<p>BorrowerEMail</p>
	<p>Telephone:</p>	<p>BorrowerPhone</p>
<p>Guarantor</p>	<p>Name:</p>	<p>GuarantorFullnameliability</p>
	<p>Address:</p>	<p>GuarantorMailingaddresscomma</p>
	<p>Email: (by providing your email address, you agree to receiving all communications from us in electronic form)</p>	<p>GuarantorEMail</p>

	Telephone:	GuarantorPhone
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PART A: HOME LOAN TERMS

Disclosure Date	Currentdateformatted	
Maximum Loan Amount	NZ\$LoanTotalloanamount (this is the total of all advances that we will make to you under this Agreement).	
Loan Facilities	<i>Facility LoanportionFacilitynumber</i>	NZ\$LoanportionLoanamount
Start Date This is the effective date for the purposes of Schedule 1 of the Credit Contracts and Consumer Finance Act 2003	LoanSettlementdate (or any other date we agree with you), being the day on which the Loan will be advanced to you (subject to the terms of this Agreement).	
End Date	The term of the Loan ends on the day LoanLoanterm years after the Start Date.	
Annual Interest Rate	<i>Facility LoanportionFacilitynumber</i>	LoanportionAnnualinterestrate per cent per annum This is a variable rate. We may change this rate from time to time (including prior to the Start Date) in accordance with clause 10.2(b) of the General Terms. The interest rate is a fixed rate for a period of LoanportionFixedrateperiod months from the Start Date. At the end of the fixed rate period, the current standard variable rate will apply. We may change the standard variable rate from time to time in accordance with clause 10.2(b) of the General Terms.
Default Interest Rate	In relation to the Loan or a Facility (as applicable), the relevant Annual Interest Rate plus 6 per cent per annum. We may change the Default Interest Rate from time to time in accordance with clause 10.2(b) of the General Terms.	
Other fees	These are set out below under the headings "Loan Fees and Charges", "Default Interest and Fees" and "Full Prepayment". We may change our fees and charges from time to time in accordance with clause 10.2(b) of the General Terms.	
Repayment	You must repay the Loan, together with all interest and costs in the manner and at the times set out in the Payments Details below. You must repay the balance then owing (if any) in full on the End Date. All payments are to be made in New Zealand dollars.	
Purpose	LoanLoanpurpose.	
Property	Address : SecuritydetailsFulladdresscomma RT : SecuritydetailsTitle Mortgagors : SecuritydetailsMortgagors Priority Amount : \$SecuritydetailsPrioritysum – plus interest including a specified principal amount of !Syntax Error, LOANTOTAL (being the initial advances secured by the mortgage) Insurance : An insured amount equal to the full replacement	

	value of the building
Mortgage(s)	A first ranking registered and exclusive mortgage (incorporating ADLS form of mortgage memorandum of general terms and conditions 2018/4344) over the Property provided by you in favour of us as security for this Loan.
Security Agreement (s)	<p>A Security Agreement in the Collateral specified below is created by the Debtor(s) signing these specific terms (see clause 16 of the General Terms).</p> <p>General Security Agreement:</p> <p>Debtor (company)</p> <p style="padding-left: 40px;">Name: GsassaDepositacctname Company Number: Borrowercompaniesnumber Company Contact:</p> <p style="padding-left: 80px;">(this is the person acting on behalf of the company)</p> <p>Collateral all of the debtor's present and after acquired property</p> <p>Specific Security Agreement</p> <p>Debtor (individual)</p> <p style="padding-left: 40px;">Name: DebtorFullname Date of Birth: DebtorDob Address: DebtorAddresslinecomma</p> <p>Collateral the specific personal property of the debtor detailed below:</p> <p>Security over Deposit: By signing this Agreement, the person named as account holder, being either a borrower or a guarantor under this Agreement, hereby grants us a security interest in all the funds deposited in the following bank account:</p> <p style="padding-left: 40px;">Bank / Branch: China Construction Bank (New Zealand) Limited</p> <p style="padding-left: 40px;">Account Number: GsassaDepositacctnumber</p> <p style="padding-left: 40px;">Reference: GsassaDepositacctreference</p> <p style="padding-left: 40px;">Account holder: GsassaDepositacctname</p> <p style="padding-left: 40px;">Amount: \$GsassaDepositacctamount</p>
Conditions Precedent	<p>Any conditions that must be met before we make any advance of the Loan to you will be advised to you or your solicitors, including receipt (to our satisfaction):</p> <p>LoanConditionsprecedent</p>
Special Conditions	LoanSpecialconditions

PART B: OTHER KEY INFORMATION

The Initial Unpaid Balance (the amount you owe as at the end of the Start Date) is:	NZ\$LoanTotalloanamount
Fees already paid (these are the fees that you have already paid): <ul style="list-style-type: none"> • Application fee: <i>We charge this fee for our costs in considering, processing and</i>	NZ\$CreditfeesApplicationfee

Interest is charged in arrears on each Payment Date (as part of the Payment Amount).

DEFAULT INTEREST AND FEES

If there is an Event of Default due to non-payment and while it continues you must pay the default interest charges. In the event of a breach of the contract or on the enforcement of the contract, you must pay us the default fees specified below.

<i>Description</i>	<i>When payable</i>	<i>Amount</i>
Default Interest	See clause 3.1 of the General Terms	Default Interest Rate
Dishonour fee	The business day after the due date for any amount due and payable by you under the Agreement which we were unable to collect on its due date from your bank for any reason.	NZ\$20.00
Third party costs and expenses	If we incur costs and expenses payable to a third party in enforcing this Agreement or a Related Security Agreement, you will have to pay us those costs (on demand).	Actual cost.
Other costs and expenses	You must pay us (on demand) any other costs or expenses we reasonably incur in enforcing this Agreement or a Related Security Agreement after you are in default (such as paying insurance, rates or taxes for the Property).	Actual cost.
GST	You must pay us (on demand) an amount equal to any GST payable by us under section 5(2) of the Goods and Services Act 1985 upon the exercise of any power of sale under a Related Security Agreement.	Actual cost.

PREPAYMENT

If you pay the unpaid balance in full or part before the final payment is due (**prepayment**), you may be required to pay a fee or charge to compensate us for any loss resulting from the prepayment. We may have suffered a loss if our current interest rate is lower than any fixed rate then applying to the Loan. You may also have to pay our administrative costs relating to the prepayment. If a fixed rate applies to the Loan, we recommend you contact us for a quote before making an early repayment.

The amount you may have to pay to compensate us for the loss will be calculated using the formula set out in either regulation 9 or regulation 11 (as applicable) of the Credit Contracts and Consumer Finance Regulations 2004.

Repayment administration fee - NZ\$150 payable on prepayment.

We may change our fees and charges from time to time in accordance with clause 10.2(b) of the General Terms.

CONTINUING DISCLOSURE

We will provide you with regular statements about your account. Statements will be provided to you at intervals of not less than 6 months.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS TO US

Security interest:

This is a secured loan.

The Property is (or will be) subject to a mortgage. The Collateral is (or will be) subject to a security interest in a Related Security Agreement. The Property and the Collateral are described above in Part A: Home Loan Terms

of these Specific Terms.

You give us a first ranking mortgage over the Property. You give us a security interest over the Collateral. All money that you owe us from time to time (whether now or in the future) will be secured to us by this mortgage and the Related Security Agreement.

If you fail to meet your commitments to us under this Agreement or any Related Security Agreement, we may be entitled to take possession of and sell the Property and/ or the Collateral.

If we sell the Property and/or the Collateral and there is a shortfall, you will remain liable to pay us the amount of any shortfall.

If you give a security interest over the Property or the Collateral to another person without our prior written consent, then we can ask you to repay what you owe to us and, if you do not do so, we may be entitled to take possession of and sell the Property and/or the Collateral.

WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS TO US

Security interest:

This is a secured loan. If you fail to meet your commitments to us under this Agreement, we may be entitled to take possession of and sell the Property.

The Property which is (or will be) subject to a security interest is described above on page 2 of these Specific Terms.

Our security interest must be a first ranking charge over the Property. All money that you owe us from time to time (whether now or in the future) will be secured to us by this mortgage. If we sell the Property and there is a shortfall, you will remain liable to pay us the amount of any shortfall.

If you give a security interest over the Property to another person without our prior written consent then we can ask you to repay what you owe and, if you do not do so, we may be entitled to take possession of and sell the Property.

RIGHT TO CANCEL

You are entitled to cancel this Agreement by giving notice to us within a short time of receiving this Agreement.

How to cancel

If you want to cancel this Agreement you must do so within the time limits set out below.

To cancel, you must:

- give written notice to us that you intend to cancel this Agreement, by giving the written notice to us (or one of our employees or agents), posting the notice to us (or one of our employees or agents), sending the notice to our email address, or sending to notice to our fax number; and
- return to us any advance and any other property received by you under this Agreement.

The time limits for cancellation are:

If this Agreement is handed to you directly you must give notice that you intend to cancel within 5 working days after you receive it.

If this Agreement is sent to you by electronic means (for example, email) you must give notice that you intend to cancel within 7 working days after the electronic communication is sent.

If this Agreement is posted to you, you must give notice within 9 working days after it was posted.

Saturdays, Sundays, and national public holidays are not counted as working days.

What you may have to pay if you cancel

If you cancel this Agreement we can charge you:

- the amount of any reasonable expenses we had to pay in connection with this Agreement and its cancellation (including legal fees and fees for credit reports, etc); and
- and interest for the period from the day you received the Loan until the day you repay the Loan.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of an unexpected event that causes you hardship, for example illness, injury, loss of employment or the end of a relationship, you may be able to apply to us for a hardship variation.

To apply for a hardship variation you need to give us a request in writing which explains the reason for your request and requests one of the following variations:

- (a) extending the term of this Agreement and reducing the amount of each payment due under this Agreement accordingly;
- (b) postponing, during a specified period, the dates on which payments are due under this Agreement; or
- (c) both of the above.

Do this as soon as possible because, if you leave it for too long, we may not have to consider your application.

IF YOU HAVE A DISPUTE

If you have a complaint or a dispute, we recommend that you contact us and discuss it with us first. We may be able to help you. Please contact us by telephone on 09 338 8297. If you are not happy with our response or you want the dispute dealt with by an independent party, you may contact our dispute resolution scheme whose contact details are:

Name: Banking Ombudsman	Website: http://www.bankomb.org.nz
Phone: 0800 805 950	Business address: Level 5, Huddart Parker Building, 1 Post Office Square, Wellington 6011

ELECTRONIC COMMUNICATIONS

You may send notices or other communications to us by sending an email to our email address specified on the front page of these Specific Terms. Please also see clause 12 of the General Terms.

LOAN ACCEPTANCE AND AGREEMENT

This loan is presented to you as an offer. We may withdraw it or amend it at any time before you accept it by giving you written notice of our withdrawal of the offer and if it is not accepted within 21 days of the Disclosure Date it is deemed to be withdrawn. If the first advance under this Agreement is not made within 90 days of the Disclosure Date, then we have no obligation to advance any amount to you to under this Agreement.

You and each Guarantor (each a **Relevant Party**) acknowledges that:

- (a) the Relevant Party has read and understood this Agreement (which comprises these Specific Terms and the attached General Terms) and each Related Security Agreement;
- (b) all information provided to us by the Relevant Party in connection with this Agreement and each Related Security Agreement is complete, accurate and not misleading.

By signing below, you accept our offer to provide the Loan on the terms set out in this Agreement.

EXECUTED AND DELIVERED AS A DEED

Date:

By the Borrower

BorrowerFullnameliability

Signature

BorrowerFullnameliability

Signature Director

Signature Director

Witness to signature

Signature

Print Name

Occupation

Address

By the Guarantor

GuarantorFullname

Signature

GuarantorFullname

Signature Director

Signature Director

Witness to signature

Signature

Print Name

Occupation

Address