

Home Loan Agreement General Terms

Your Home Loan Agreement with us, China Construction Bank (New Zealand) Limited is made up of two documents:

- A. This document called “Home Loan Agreement General Terms”; and
- B. The document called “Home Loan Agreement Specific Terms”.

Your obligations to us are also secured by a mortgage over the property referred to in the Specific Terms. By entering into these agreements with us you are therefore agreeing to borrow money and give security over land.

For these reasons we recommend that before you sign these documents you obtain independent legal advice on them from your solicitor. It is important to us that you fully understand the nature and extent of the obligations you are entering into and that you agree to do so after you have had the time and help that you may need to make an informed decision.

If English is not your primary language, then we recommend that you have the contents of these documents explained to you in your primary language by a translator.

Clause 1 – Drawing down your Loan

- 1.1 We will make the Loan by paying you the amount specified in the Specific Terms as the initial unpaid balance. Before we make the Loan to you, you and each guarantor must have signed and returned this Agreement to us and given us all the other information and documents we have asked for. Once this has been done to our satisfaction, the Loan will be made available to you in one amount on the Start Date unless clause 1.3 below applies.
- 1.2 We will pay you or your lawyer the balance of monies, unless you have told us you need the Loan to repay another person (for example, to manage debts you already have with another bank). In that case, we can choose to pay the other person directly.
- 1.3 If you have chosen to split your loan into several **Facilities** and one of these **Facilities** provides for advances at a later date or dates. These amounts will be shown in the Specific Terms under the heading “subsequent advances”.

Clause 2 – Repayments

- 2.1 You have to repay the Loan on time with interest and fees. You must give us a Direct Debit Authority to enable us to collect the Payment Amounts from your bank on the Payment Dates. If a Direct Debit Authority is no paid or any payments collected by us are reversed, you remain liable to pay that amount to us. A late or reversed payment may also incur default fees and default interest charges.
- (a) If the Specific Terms provide for the Loan to be repaid by making principal and interest payments, you promise to:
- (i) repay the Loan in full, plus all accrued and unpaid interest on the Loan calculated at the Annual Interest Rate, and all other fees, charges and other amounts due to us under this Agreement; and
 - (ii) pay us the full **Payment Amount** on each of the **Payment Dates** set out in the Payment Details in the Specific Terms.
- (b) If the Loan Specific Terms provide for the Loan to be repaid by making interest-only payments, for a period, you promise to:
- (i) repay all accrued and unpaid interest on the Loan calculated at the Annual Interest Rate, and all other fees, charges and other amounts due to us under this Agreement on each **Interest Payment Date**; and
 - (ii) from the end of the **Interest Only period** until **the End Date** pay us the full **Payment Amount** on each of the **Payment Dates** set out in the Payment Details in the Specific Terms, including repay the Loan in full on the **End Date**.
- (c) A **Payment Amount** refers to a payment of a principal and interest instalment. These amounts will be calculated so that the loan amount on which the payment is calculated is repaid over the period until the **End Date** together with interest at the Annual Interest Rate. We calculate the **Payment Amount** so that all payments other than the last payment are the same amount. The last payment may be higher or lower than the regular **Payment Amount**.
- (d) **Payment Dates** and/or **Payment Amounts** will only change if you ask us to alter the length of the Loan and we agree to do that, or if we increase our fees or if the Annual Interest Rate changes under clause 11.2(b)(iii)). If we have agreed that an Annual Interest Rate for an account is fixed for a period – we call the rate a “fixed rate” and the period a “fixed rate period” - then we promise that we will not change that fixed rate during the fixed rate period. At the end of the fixed rate period, unless we otherwise agree, the Annual Interest Rate for that account will revert to the standard variable rate that we then charge at the end of the fixed rate period.
- (e) We calculate and charge interest on the Loan on each **Payment Date** by multiplying:
- the average unpaid daily balance of the Loan for the period ending on that **Payment Date** (and starting on the day immediately after the prior **Payment Date**); by
 - the **average period interest rate**.

The **average period interest rate** is calculated by dividing the Annual Interest Rate by 12 (where the period between Payment Dates is a month), or 26 (where the period between Payments Dates is a fortnight), or 52 (where the period between Payment Dates is one week).

- (f) Interest is payable in arrears on each **Payment Date**.

[This means that the interest you pay on a Payment Date relates to the previous month, fortnight or week, depending on the length of time between your Payment Dates.]

- 2.2** You must pay us the full amount due on each **Payment Date** (that is, you must not deduct or “set off” any amounts from the amount that you pay). You must pay that amount by 3.00pm in New Zealand dollars to the account we have advised by direct debit, unless we have agreed otherwise. If a **Payment Date** is not a business day, you must pay on the next business day.
- 2.3** You can repay the Loan early by paying us the **Full Prepayment Amount**. The **Full Prepayment Amount** will be no more than the total of:
- (i) the unpaid Loan principal ***[that is, the remaining unpaid balance]***, plus accrued and unpaid interest and costs and all other amounts due to us under any Loan Document; and
 - (ii) any administrative costs we incur due to your prepayment; and
 - (iii) an amount equal to our **reasonable estimate of our loss** (including our loss of profit) arising from your prepayment.
- (a) We calculate our **reasonable estimate of our loss** as follows which is similar to but is not formula set out in the regulations issued under the Credit Contracts and Consumer Finance Act 2003. We calculate our loss by applying the NPV formula used by Microsoft Excel to determine our loss being the difference between the interest amount we would have received during the balance of the fixed rate period calculated using the rate specified in the contract and the interest amount that would be received if the amount repaid was relented for the balance of the fixed rate period at the then applicable annual interest rate for that period. Our loss represents the net present value of the difference between the two payment streams.
- (b) We do not accept part prepayments.

Clause 3 – What happens if you do not repay what you owe on time?

- 3.1** If you do not pay an amount when it is due (under clause 2 above), we will charge you interest at the Default Interest Rate on the amount which is due and unpaid while the payment default continues. The **Default Interest Rate** is the **Annual Interest Rate plus 6 per cent per annum**.
- 3.2** Default interest accrues daily, both before and after judgment, for the period from the due date for payment until the actual date of payment. ***[This means that default interest is added on the overdue amount as soon as it becomes due until you pay us.]***

If you do not pay on time, this will cause an Event of Default and we may also charge you additional fees.

Clause 4 – Costs, fees and other payments

- 4.1** You must reimburse us or pay directly any cost that we properly incur, plus each fee that we charge you in connection with a Loan Document, immediately on demand and on a full indemnity basis. This includes costs or fees in connection with the entry into, changes to, disclosures under, and the exercise of rights under a Loan Document or any Related Security Agreement. We have set out details of each fee that we charge you in connection with a Loan Document in the Specific Terms.
- 4.2** You must pay us any expenses we reasonably incur in enforcing this Agreement or a Related Security Agreement after you are in default (including:
- (i) in the case of a mortgage, expenses incurred in preserving and maintaining the property secured by a Related Security Agreement - such as by paying insurance, rates and taxes for the property; and
 - (ii) the use of our staff and facilities).

- 4.3** You must pay us the amount of any GST that is payable by us under section 5.2 of the Goods and Services Tax Act 1985 upon exercise of the power of sale under any Related Security Agreement.
- 4.4** Payments of costs fees and other amounts are due and payable on the dates specified in the Specific Terms and if no such dates are specified they are due and payable when we incur them whether or not demand has been made for them. These payments include any amount which we pay because we reasonably believe it is or may be payable, even if we subsequently discover that it was not necessary to pay the amount (for example, if you renew your insurance over mortgaged property but fail to tell us that you have done so, and we then take out insurance over the same property).

Clause 5 – Events of Default

- 5.1** There will be an Event of Default if any of the following things happen, whether or not it was within your or the Guarantor's control:

(a) Non-payment

you do not pay us any amount you owe us, or the Guarantor does not pay us any Guaranteed Debt, when it is due under a Loan Document, unless the non-payment is caused solely by the failure of the payment system which is beyond your control and we receive payment within 2 days of its due date; or

(b) Breach of obligations

you do not perform your obligations under a Loan Document (this includes any Related Security Agreement) and you do not remedy that failure to our satisfaction within 5 business days after we have notified you of that failure, or the Guarantor does not perform its obligations under a Loan Document and does not remedy that failure to our satisfaction within 5 business days after we have notified him or her (or it) of that failure; or

(c) Untrue statement

any statement you or the Guarantor have made in relation to a Loan Document is or was misleading or is materially untrue; or

(d) Legally ineffective documents

- (i) a Loan Document is not legally effective against you or the Guarantor; or
- (ii) you, the Guarantor or someone else disputes the legal effectiveness of a Loan Document; or

(e) Insolvency

where you are a company, you:

- (iii) are insolvent or unable to pay your indebtedness as it falls due or you are deemed to be so under any law;
- (iv) stop or suspend payment of any of your indebtedness or threaten to do so; or
- (v) make, or proposes to make, any compromise, assignment, novation, arrangement or composition with, or for the benefit of, your creditors; or

(f) Liquidation

where you are a company, an order is made, resolution passed or other step taken by a person for your liquidation; or

(g) Bankruptcy (etc)

- (i) we reasonably believe that you are unable to pay your debts as they fall due or bankrupt, or you are deemed to be unable to pay your debts as they fall due or bankrupt under any law; or

- (ii) we reasonably believe that the Guarantor is unable to pay his or her (or its) debts as they fall due or is bankrupt or insolvent, or the Guarantor is deemed to be unable to pay his or her (or its) debts as they fall due, or is deemed to be bankrupt or insolvent, under any law; or

(h) **Enforcement**

- (i) another person takes enforcement action against your property, or the Guarantor's property, and that enforcement action continues after five business days; or
- (ii) another person appoints an insolvency official (for example, a receiver, trustee, manager, administrator or similar officer) to any of your property or to the Guarantor or any of the Guarantor's property; or

(i) **Cross-default**

an event happens which has the same effect as an event of default or termination (no matter what it is called) under another Loan Document.

5.2 We have all the following rights if an Event of Default happens, to the extent the law allows:

- (a) We can, at any time, by notice to you, declare all or any part of the amount owing under the Loan Documents to be immediately due and payable.
[This means we can tell you to pay us the whole amount of the Loan principal, plus all unpaid interest, fees and charges and other amounts you owe us, immediately.]
- (b) Each security interest created under any Related Security Agreement will become immediately enforceable. ***[This means that if this Loan is secured over any property then we can take and sell the property and use the proceeds of sale to pay down the Loan or appoint a receiver to do that, among other things.]***
- (c) We have all other rights given to us by law and in any Loan Document.

Clause 6 – Your obligation to reimburse us

6.1 You and the Guarantor each fully indemnify us against each cost or liability by paying us on demand the amount that we confirm is required to compensate us for that cost as a result of:

- (a) an Event of Default happening or continuing (that is, not being remedied to our satisfaction);
- (b) you or the Guarantor not paying any amount under a Loan Document when due for any reason;
- (c) any amount falling due under a Loan Document on a date which is not a Payment Date, for any reason; or
- (d) anything we do or do not do in exercising our rights under this Agreement or at law (unless we are responsible for causing that cost or liability to arise).
[This means that you and the Guarantor separately and personally promise to reimburse us for all of the costs and liabilities we incur as a result of the things listed in sub-paragraphs (a) – (d) in addition to your other payment obligations.]

Clause 7 – Guarantee

7.1 The Guarantor guarantees us the Borrower's due payment of the Guaranteed Debt. If the Borrower does not pay us any Guaranteed Indebtedness when it is due, the Guarantor promises to pay it to us immediately on demand. In addition, as a separate and continuing promise which is independent of the Borrower's promises to us, the Guarantor promises to pay us immediately on demand the amount that we would otherwise have been able to recover (on a full indemnity basis) if we cannot recover any Guaranteed Debt from the Borrower for any reason. The Guarantor is liable under this Agreement in relation to the Guaranteed Debt as a sole and principal debtor and not as a surety.
[This means that the Guarantor is personally and fully responsible for paying us all amounts that the Borrower and any other Guarantor owes us. We do not have to try and collect any amount from the Borrower before we ask the Guarantor to pay us.]

- 7.2** The Guarantor's obligations under sub-clause 7.1 are not reduced, cancelled or changed by anything unless we agree to the reduction, cancellation or change in writing and sign that agreement. It does not matter if this Agreement or any other document is invalid or unenforceable or if the Borrower is not bound by the terms of this Agreement or any other document. We are not in any circumstances liable to the Guarantor, even if the Guarantor's ability to be reimbursed by the Borrower is affected by something we do or do not do. This Agreement and each of the Guarantor's obligations under this Agreement remain in full effect until we sign an unconditional discharge of the Guarantor's obligations under this Agreement.
[This means that the Guarantor is legally responsible for all amounts the Borrower owes us - no matter what - until we sign a piece of paper saying the Guarantor has no further responsibilities.]

Clause 8 – Our extra rights and protections

8.1 When we are not liable

We are not liable in respect of any loss or damage which results from us exercising, trying to exercise or not exercising our rights under this Agreement or at law, unless the law holds us liable.

8.2 We are free to enforce our rights as we choose

We can enforce our rights as we choose to, in any order, under:

- (a) any security interest, guarantee or other entitlement that we hold at any time; or
- (b) any money or property that we hold or may receive at any time.

8.3 Our right to “set off”

- (a) You agree that we can use any funds you have deposited or invested with us (or which we otherwise owe you) to pay down the amount of any unpaid debt which is overdue under a Loan Document at any time.
- (b) The Guarantor agrees we can use any funds which he or she (or it) has deposited with us (or which we otherwise owe the Guarantor), to pay down the amount of any unpaid debt which is overdue under a Loan Document at any time.

8.4 Our remedies and waivers

- (a) You and the Guarantor must meet your obligations under this Agreement in a timely manner. We can take the time we need to exercise our rights, and we do not give up our rights if we do not act quickly or take all steps to enforce our rights at once.
- (b) The only time we give up any of our rights is if we agree to do so in a signed, written agreement.

8.5 Our remedies accumulate

The rights we have under the Loan Documents accumulate and are in addition to the rights we have at law.

8.6 Certificates

We may give you a certificate or formal statement about a matter or about an amount payable in connection with this Agreement. This is sufficient evidence of the matter or amount, unless it is proved to be incorrect. You may, however, show us evidence that the matter or amount is incorrect if you wish to do so.

Clause 9 – Assignment

9.1 The Lender

We can choose to assign or transfer any of our rights or obligations under this Agreement without your or the Guarantor's consent:

- (a) to any person that has the same or a better credit rating than us at the time of the assignment or transfer and who we genuinely believe can perform all of our obligations under this Agreement; or

- (b) if we believe it is sensible or necessary to do so to comply with the law (including statutes, directives, case law or official guidance),

and each of our assignees and transferees has the same rights against you and each Guarantor under the Loan Documents as if it were named in this Agreement as the Lender.

9.2 Borrower and Guarantor

- (a) You cannot assign or transfer any of your rights or obligations under this Agreement without our prior written consent.
- (b) The Guarantor cannot assign or transfer any of his or her (or its) rights or obligations under this Agreement without our prior written consent.

Clause 10 – Other important things to note

10.1 If there are multiple Borrowers or Guarantors

- (a) If there is more than one Borrower, each Borrower has joint and several liability.
[That means we can sue all Borrowers together, or any Borrower by itself, for the full amount owed to us.]
- (b) If there is more than one Guarantor, each Guarantor has joint and several liability.
[That means we can sue all Guarantors together, or any Guarantor by itself, for the full amount owed to us.]

10.2 Changes to this Agreement

- (a) No change to this Agreement will be effective unless the change is made in writing and is signed by us, you and the Guarantor (if there is a Guarantor), except for the changes listed in sub-paragraph (b) below.
- (b) The following changes will be effective on the date we tell you they are effective (although we will give you as much prior notice as we reasonably can in the particular circumstances):
 - (i) **Changes to comply with law:** We can make any changes to the Agreement that we believe are sensible or necessary to make in order to comply with the law, including statutes, directives, case law or official guidance.
 - (ii) **Changes to fees you must pay:** We can increase any of the fees you have to pay us or introduce new fees if our underlying costs increase (for example, if a third party providing collection services charges us more to provide those services) so that we can maintain our rate of return on the Loan. We can also introduce new fees to reimburse us for costs that may have previously not passed on but which the credit laws allow us to recover from you as a fee. All changes and new fees must be reasonable and may only be introduced to reimburse a cost we incur or a loss we sustain that has a close and relevant connection with the Loan.
 - (iii) **Changes to the Annual Interest Rate:** We can increase the Annual Interest Rate you pay if our costs of borrowing materially increase at any time due to a change in funding market conditions, or on any Payment Date that falls 60 months or more after the day you receive the Loan under clause 2.1 if this is necessary for us to maintain our rate of return on the Loan.

10.3 When we can do things on your behalf

You promise to do all the things you have said that you will in this Agreement in a timely manner. You appoint us as your agent to do (at your expense) anything that you have to do under this Agreement, or that we believe is necessary to protect our rights under this Agreement or in relation to any Secured Property, and you cannot undo this appointment. You confirm anything we do as your agent under this Agreement. However, we cannot take security over your property, or property you acquire rights in (including property you lease), after the date of this Agreement using this right.

10.4 Agreement to mortgage

You irrevocably agree:

- (a) as security for your obligations to us under this Agreement, to grant a mortgage over the Property;
and
- (b) to execute and deliver to us a memorandum of mortgage over the Property.

10.5 Goods and Services Tax

Unless you have provided us with information to the contrary, we are lending to you on the basis that neither you nor any person providing security are a “registered person” for the purposes of the Goods and Services Tax Act 1985. If you or any person providing security is a registered person for the purposes of the Goods and Services Tax Act 1985; then unless you have provided us with information to the contrary, you warrant that you are not using any property given as security for the loan for a “taxable activity” under that Act.

If that position changes and as a result we determine that we would be liable to pay GST on any sale in exercise of our power of sale, then we may demand and you must pay us immediately, the amount that we determine is the amount by which the value to us of the property as security for the Loan has been reduced as a result of GST being payable under section 5(2) of the GST Act.

By signing This Agreement you irrevocably grant us a power of attorney for the purposes of obtaining information from the Inland Revenue Department relating to your GST status and any GST that may have been claimed by you or may be or become payable in respect of any property secured to us under a Related Security Agreement.

10.6 You agree to give up some of your rights under the PPSA

You agree to give up some of your rights under Part 9 of the PPSA (which deals with the enforcement of security interests in personal property), if applicable. This means you agree not to receive a statement of account under section 116, you agree not to receive our proposal to retain any Secured Property under section 120(2), and you agree not to receive a copy of a verification statement under section 148 relating to any financing statement or financing change statement that we register.

- 10.7** If any part of this Agreement is illegal, invalid or unenforceable, the other parts of the Agreement will still be legal, valid and enforceable.
- 10.8** You and the Guarantor agree that we can enforce our rights, and hold you both to your promises and obligations, under a Loan Document even if we have not signed a Loan Document for the purposes of the Contracts (Privity) Act 1982.

Clause 11 – Governing Law and translations

- 11.1** This Agreement is governed by and must be interpreted under New Zealand law. You irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 11.2** **This** Agreement is written and is to be interpreted by reference to the English language and in accordance with the laws of New Zealand. Any translation of this Agreement into any other language, whether by the lender or by any other person is provided for assistance only and if there is any conflict between the terms of a translation and the terms of this Agreement in the English language, the terms of this Agreement in the English language will prevail.

Clause 12 – Notices

- 12.1** Each notice or other communication under this Agreement must be in writing and sent, or made available, by email, facsimile, personal delivery, by post or (if we choose to) by other electronic means such as an online portal. The email address, facsimile number and address of each party is set out under its name in the Specific Terms. You or the Guarantor can change your address by letting us know via phone, email or in writing.
- 12.2** A communication is not effective until the party it is addressed to receives it. For this purpose, we treat a communication we send to you or to the Guarantor as being received:
 - (a) in the case of a letter, on the third business day after we posted it; and

in the case of an email, other electronic notice or a facsimile, on the business day on which it is sent, or, if sent after 5.00pm (in the place of receipt) on a business day or on a non-business day, on the next business day after the date of sending.

12.3 Appointment of Agent for service

If you or any borrower or guarantor is not resident in New Zealand (a non-resident) then it is condition of making this loan that the non- resident appoint another person who is resident in New Zealand as an agent for service of:

- (a) notices under section 355 of the Property Law Act 2007; and
- (b) any other notices that may be served at any time on a party under this Agreement.

This appointment must include granting that person an irrevocable power of attorney.

Clause 13 – Trustees and Limitation of liability of Independent trustees

13.1 Where you have entered into a Loan Document as a trustee of a trust (**Trustee** and **Trust** respectively) then you represent, warrant and undertake that:

- (a) you are validly appointed as a trustee of the Trust;
- (b) you have the unrestricted power to enter into, and perform all obligations under, each Loan Document, including (if applicable) to grant a security interest over the assets of the Trust, and in each case you do so for the benefit of and for the proper purposes of the Trust;
- (c) in order to execute, enter into and perform your obligations under each Loan Document:
 - (i) the trustees of the Trust have passed all necessary resolutions;
 - (ii) those resolutions remain (and will remain) in full force and effect;
 - (iii) all necessary consents and approvals required, by law or otherwise, have been obtained; and
 - (iv) no trustee of the Trust is (or will be) in breach of the trust deed of the Trust, any law or other obligation; and
- (d) each Loan Document are legal, valid, binding and enforceable on and against you as trustee of the Trust in accordance with its terms;
- (e) you are not aware of any breach by you or any other trustee of the Trust of any duty owed to a Trust beneficiary giving rise to an unsatisfied claim or potential claim against you or another trustee of the Trust; and
- (f) you will not (without the prior written consent of us) retire as Trustee; permit: a variation of the terms of the Trust; a disposal of Trust assets (other than for the purposes of the Trust and provided this would not, nor be reasonably likely to, prejudice our rights or ability to be repaid under the Loan Documents including via access to the Trustee's right of indemnity); the Trust to be determined; or a new trustee appointed.

13.2 Where you are identified in the execution section as an "Independent Trustee" then you enter into and performs each Loan Document and the transactions contemplated by the Loan Documents only as a trustee of the Trust, except where expressly stated otherwise. This applies also in respect of any past and future conduct (including omissions) relating to the Loan Documents and those transactions.

13.3 Under and in accordance with the Loan Documents and those transactions and conduct, your liability as an independent trustee (including for negligence) is limited to the extent it can be satisfied out of the assets of the Trust. You need not pay any such liability out of other assets.

13.4 Paragraphs 13.2 and 13.3 apply despite any other provision in this agreement but do not apply with respect to any liability of you to another party (including for negligence):

- (a) to the extent that you as independent trustee have no right or power to have Trust assets applied towards satisfaction of that liability, or your right or power to do so is subject to a limitation, reduction, deduction, obligation to make good or to clear accounts, in any case because you have acted beyond power or improperly in relation to the Trust; or
- (b) in connection with the representations, warranties and undertakings in clause (a) above or any provision which expressly binds you other than as trustee of the Trust (whether or not it also binds it as trustee of the Trust).

13.5 For the avoidance of doubt:

- (a) this clause is not to be construed as limiting the personal liability of you where you are not an independent trustee; and
- (b) you shall remain liable under each Loan Document after you cease to be a Trustee until released in writing by us.

Clause 14 – Privacy and personal information

14.1 You and the Guarantor agree that we can ask for any information about you and the Guarantor in accordance with the Privacy Act.

14.2 You and the Guarantor agree that we can use any information we get for the following purposes:

- (a) assessing your Loan application and your ability to pay the Loan and other debts;
- (b) checking information about your identity documentation, such as your driver’s licence or passport;
- (c) our and our related companies’ business functions and activities, including marketing products and services to you by mail, email and telephone (including SMS) – you can opt-out of this by telling us in writing;
- (d) collecting amounts you owe us under the Loan Documents, including by taking enforcement action;
- (e) making sure any Secured Property is properly insured; and
- (f) exercising our rights under the Loan Documents and fulfilling our obligations under any Loan Document or at law.

14.3 You and the Guarantor agree that we can share any information we get with our related companies; existing and potential business partners; credit reporting and identity verification agencies – credit reporting agencies may retain information about you (including default information) and use it to provide their credit reporting services; the New Zealand Transport Agency’s ‘Driver Check’ service; insurers; any person providing us with guarantees or security for the Loan; anyone that we consider assigning or transferring the Loan to under clause 9.1; anyone that we engage with about selling all or part of our business to; and government agencies and regulators, or anyone else who has rights under a Loan Document or that we are legally required to share your information with.

14.4 You and the Guarantor have the right to access and request correction of information we hold about you, and full details of every organisation to whom we have disclosed information about you, by contacting us using the contact details specified in the Specific Terms.

Clause 15 – Defined Terms and Interpretation

In this Agreement, words have the meaning given to them in the table in Part A (“Home Loan Terms”) of the Specific Terms and the words below have the meaning given opposite:

accrued (interest)	interest which is calculated and grows on the principal amount of the Loan
	these General Terms and the Specific Terms

Agreement

Annual Interest Rate	the rate stated as the “Annual Interest Rate” in Part A (“Home Loan Terms”) of the Specific Terms (or the updated Annual Interest Rate if we have updated it in accordance with clause 10.2(b)(iii))
assign	to pass rights to another person (but not obligations)
bankrupt	includes the bankruptcy of, and entry into any “non-asset procedure” (which is an alternative to bankruptcy) by, the Borrower or the Guarantor, or if the Guarantor is not an individual, its dissolution, liquidation, receivership, administration and winding-up
Borrower	the person or persons, including any company or any trustee of a trust(as applicable) named as a “Borrower” on the front page of the Specific Terms
business day	a day (other than a Saturday, Sunday or public holiday observed in New Zealand) on which registered banks are opened for general banking business in New Zealand
cost	includes all commissions, charges, losses, expenses (including legal fees on a solicitor and own client basis) and taxes that we incur
debt	includes any obligation you have to us now or in the future in any capacity relating to the payment of money
Default Interest Rate	the rate stated as the “Default Interest Rate” in Part A of the Specific Terms
due	owed to us on a specific date
Event of Default	any event listed in clause 5.1 and any other circumstance that is likely to be such an event if we give you notice, or if time passes, or if another requirement is met
Facility and Facilities	we may agree to lend the Loan Amount under different facilities. For example one Facility may be a fixed rate facility and another a variable rate facility. All Facilities together make up the Loan.
Guaranteed Debt	in relation to the Guarantor, all debt of the Borrower and (if relevant) each other Guarantor to us, including the unpaid principal amount of the Loan, plus all accrued and unpaid interest and costs relating to it and all other amounts due to us under any Loan Document
liable	legally responsible
Loan	the principal amount that we pay you under this Agreement (the “Maximum Loan Amount” listed in Part A (“Home Loan Terms”) of the Specific Terms) and, depending on the context, may also include all accrued and unpaid interest and fees and charges relating to the principal amount payable under this Agreement
Loan Documents	this Agreement, each Related Security Agreement and each other agreement (present or future) evidencing or relating to the Loan
Loan Pre-conditions	the conditions specified as “Conditions Precedent” and “Special Conditions” in Part A (“Home Loan Terms”) of the Specific Terms

Payment Details	the Payment Details in Part B (“Other Key Information”) of the Specific Terms
person	an individual and any entity, such as a company, whether or not it exists as a separate “person” at law
PPSA	the Personal Property Securities Act 1999
principal	the principal amount of the Loan is the amount you borrow from us (this does not include accrued interest or fees relating to the Loan)
property	includes any legal or present and future property, revenue and rights, and any legal or equitable interest in it
the Property	the Property described in Part A (“Home Loan Terms”) of the Specific Terms
Related Security Agreement	each security agreement, guarantee or other agreement (present or future) specified in the “Related Security Agreement” section in Part A (“Home Loan Terms”) of the Specific Terms or otherwise expressed or intended to be security for this Loan
Secured Property	all property that is secured property for the purposes of any Related Security Agreement and all of your present and future right, title and interest (legal and equitable) in all documents of title relating to, and proceeds of, that property
security interest	an interest in personal property that, in substance, secures payment or performance of an obligation
Specific Terms	the terms set out in the document titled “Home Loan Agreement Specific Terms” dated on or about the date of this Agreement between you as the borrower and us as the Lender
sue	take legal action (such as taking you to court)
unpaid (interest)	interest which, at a particular time, is due but has not been paid or which has not been added to the principal amount of the Loan at that time
we (or us)	the Lender, CHINA CONSTRUCTION BANK (NEW ZEALAND) LIMITED
you	the Borrower or, if there is more than one Borrower, all Borrowers equally

In addition, this Agreement must be interpreted using the following rules (unless it would not make sense to do so):

- Ignore all headings and text in **[like this]** (this means text that is written in bold, italics and placed inside square brackets) when interpreting this Agreement.
- Where we have provided an explanation of a legal word (in brackets), the legal word or phrase takes priority over the explanation.
- A reference to the singular includes the plural, and vice versa.
- Where we define a word or expression in clause 15 or in the Specific Terms, then other grammatical forms of that word or expression have corresponding meanings.

- Where we refer to any statute, we include all future versions if it, including all changes to it, all re-enactments or replacements of it, and all regulations and orders in-council made in connection with it.
- Where we refer to you, or to a Guarantor, we include any person that legally takes over your or the Guarantor's responsibilities or rights, or both.
- Where we refer to the Lender (or "we" or "us"), we include any person that legally takes over our responsibilities or rights, or both. This includes any of our transferees or assignees under clause 9.1 above.