

Due Date: []

As security for repayment of the Facility, interest and any other moneys which you may owe to us from time to time, you agree, by signing this Facility Agreement, to grant and assign to us in terms of the attached Motor Vehicle Security Schedule a security interest in the Collateral together with any proceeds derived directly or indirectly from the Collateral.

The security interest we hold over the above property will secure all of your existing and future indebtedness and performance of obligations to us, whether or not documented in this Facility Agreement or the Facility Schedules. Any other security interest granted to us in the future over any of your other property will also secure your indebtedness to us unless we agree otherwise in writing.

If we exercise our rights of enforcement under the Documents and sell the above secured property and the proceeds of that sale are insufficient to repay the total of the Outstanding Money at that time, you will remain indebted to us for the balance of the Outstanding Money.

Unless otherwise agreed in writing with us, if you create or permit to exist a security interest, other than our security interest granted under a Security Document, over the above Collateral it will be an Event of Default under this Facility Agreement. If we exercise our rights as a result of an Event of Default, we are entitled to (among other things), cancel the Facility, declare any or all of the Outstanding Money to be due and payable immediately and exercise our rights under a Security Document which includes repossession and/or sale of the above Collateral.

Motor Vehicle SCHEDULE. - Security Interest and your Representations and Warranties

You warrant and represent that you are the owner of the Collateral, free of any adverse interests whatsoever, and that if you are not the owner at the date of signing this Facility Agreement, you will apply the Facility to the purchase of the Collateral on the date of the advance and become the owner of the Collateral free of any adverse interests whatsoever, and the security interest hereby granted will be a security interest having priority over any other interest.

Possession and Sale of Collateral

You acknowledge and agree that we may take possession of and sell the Collateral if:

- you have failed to pay any moneys owing by you to us;
 - you have failed to perform any promise which you have made to us;
 - any representation or warranty which you have given to us is untrue;
 - we believe on reasonable grounds that the Collateral or any part of it has been destroyed, damaged, disassembled, removed, concealed, sold or otherwise disposed of without our prior consent;
 - an event of default (however described) has occurred under any other Document
- Any of the events listed above in this Possession and Sale of Collateral clauses shall constitute an event of default for the purposes of the Documents.

Your Promises to Us

You promise:

- to maintain comprehensive insurance effected by you for full insurable value, with an excess of not more than \$850.00 (or such other amount as we agree), with us noted as the secured party and the relevant policy received by us;
- to keep the Collateral in good working condition, to maintain warrants of fitness and registration, and not to allow unlicensed persons to drive the Collateral;
- to pay all costs and expenses incurred by us in relation to:
 - the preparation, negotiation, entry into of this Loan and Security Agreement; and
 - any registration or search incurred on the Personal Property Securities Register; and
 - the exercise, protection or enforcement of our rights, in each case, on demand on a full indemnity basis (including legal expenses on a solicitor and own-client basis);
- to keep the Collateral at the address set out above;
- not to sell the Collateral or create any further security interest in the Collateral without our prior consent;
- to apply the Facility to purchase the Collateral on the date of advance if not owned by you.

Waiver for Verification Statement

Pursuant to section 148 of the Personal Property Security Act 1999 (PPSA), you waive the right to be given a copy of any verification statement in relation to any financing statement or financing change statement registered by us in relation to this Security Interest

Proceeds of Enforcement: All money arising from the exercise of our enforcement rights, and all other money received by us after an Event of Default has occurred is to be applied by us, subject to any claim ranking in priority to the Outstanding Money, in the following order of priority, towards:

- (a) all costs and expenses (including taxes and legal fees on a solicitor and own client basis) incurred by us in connection with, or as a result of the exercise of our respective rights under any Document in the order determined from time to time by us;
- (b) all other Outstanding Money, in the order determined from time to time by us; and
- (c) the claims of those entitled to any surplus.

No Obligation: We need not marshal, enforce or apply under, or appropriate, recover or exercise:

- (a) any security interest, guarantee or other entitlement held at any time by us; or
- (b) any moneys or assets which we hold at any time or are entitled to receive, before this Facility Agreement is enforced.

Waiver of Rights: You:

- (a) have no rights under, or by reference to, sections 114(1)(a), 133 and 134 of the PPSA; and
- (b) waive your rights to:
 - (i) receive a statement of account under section 116 of the PPSA;
 - (ii) receive notice of any proposal by us to retain collateral under section 120(2);
 - (iii) object to any proposal by us to retain collateral under section 121 of the PPSA;
 - (iv) not to have goods damaged when we remove an accession under section 125 of the PPSA;
 - (v) receive notice of the removal of an accession under section 129 of the PPSA;
 - (vi) apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA; and
 - (vii) redeem collateral under section 132 of the PPSA.

Borrower Acknowledgement and Agreement

You [each]:

- **RECEIPT OF DOCUMENTS:** acknowledge that you have been provided with a complete copy of this Facility Agreement, the Terms, each of the new Security Documents and other documentation relating to the Facility; and
- **ACCEPTANCE:** confirm that you have read the Documents and accept the terms and conditions contained within (including each of the Conditions Precedent to Availability of Facilities); and
- **PROVISION OF INFORMATION:** confirm that all information provided to us in connection with your application for financial accommodation, this Facility Agreement and the Documents is accurate, complete and not misleading; and
- **ELECTRONIC COMMUNICATION:** consent to receive disclosure, notices and other communications from us in electronic form, whether by means of our website, email or other electronic communication as set out in the Terms; and
- **COUNTERPARTS:** understand that this document may be executed in any number of counterparts, all of which when taken together shall constitute one and the same document, and any of the parties hereto may execute any document by signing any such counterpart; and
- **FURTHER SECURITY INTEREST IN MORTGAGED PROPERTY PROHIBITED WITHOUT OUR CONSENT:** acknowledge that the terms of our mortgage over the Property require that you obtain our consent in writing prior to creating or permitting any third party security interest over the Property used as security for the Facility and confirm no un-disclosed security interests exist; and
- **INTEREST RATE SWITCH:** agree that in accordance with the terms of this Facility Agreement, any one person named as Borrower may request an Interest Rate Switch during the term of this Facility, and we may act upon that request which will bind all of you.

Please delete the above clause if you require us to act upon the request of all of you, rather than only one.

- **INTEREST ONLY PERIOD:** agree that in accordance with the terms of this Facility Agreement, any one person named as Borrower may request an Interest Only Period during the term of this Facility, and we may act upon that request which will bind all of you.

Please delete the above clause if you require us to act upon the request of all of you, rather than only one.

Dated this _____ day of _____

EXECUTED AND DELIVERED as a deed
SIGNED by

WITNESS to all of the above signatures (*otherwise specify*)

Witness Signature

Witness Name

Witness Occupation

Witness Address

FACILITY SCHEDULE

Facility Number:

Facility Type: Term Loan

Description: []

Facility Amount: An Amount of \$[]. This represents the maximum amount that you may draw down under this Facility (as may be varied from time to time by agreement between us).

Initial Unpaid Balance: Nil

Term: [] from the first Payment Date. This may vary.

Drawdown: One drawing (refer clause 6 of the Terms).

Deduction Account: []

Operation of your Deduction Account is subject to the Terms and BankDirect's Personal Banking Terms and Conditions, a copy of which is available at www.bankdirect.co.nz.

Termination of Offer Date: (refer clause 2.3 of the Terms).

Fees:

The following fees will be deducted from the Facility on Drawdown:

Loan Processing Fee	\$ []
PPSR Fee	\$ []

Account Fees: Banking transactions on the Deduction Account will be charged at the standard rates which are subject to change from time to time.

Additional credit fees and charges which may apply to your Deduction Account are detailed in BankDirect's Guide to Fees available at www.bankdirect.co.nz.

Annual Interest Rate: Personal Loan – []

The Interest Rate will be fixed at [] % per annum for the Term of this Facility.

The method for calculating Interest charges can be found in clause 3 of the Terms.

Interest and Repayments

Interest:

You will pay interest in arrears [] from the date of Drawdown. Such interest will be charged [] to your Deduction Account on the 30th day of each month. Provided however that in any month without this day your Payment Date will be the last day of that month, (your selected "**Payment Date**").

Payments:

You will make a payment of interest only on the first Payment Date after Drawdown. Commencing on the second Payment Date after Drawdown you will repay the Facility by making [] instalments of \$ [] []; followed by a final payment of the balance of the Facility, together with any Outstanding Moneys which are unpaid. These instalments comprise part interest and part principal. We may alter payments at any time to reflect any alteration to the Interest Rate.

Default Interest: A description of the way in which the default interest rate will apply if the Deduction Account is overdrawn at any time can be found in clause 4 of the Terms. Our default interest rate, being our Unarranged Overdraft Interest Rate, as at the date this Facility Schedule was prepared is []% per annum. Details of our Unarranged Overdraft Interest Rate can be found on our website www.bankdirect.co.nz and is advertised in major newspapers when changes occur.

A description of the fees (including default fees) which may apply to your Deduction Account are detailed in BankDirect's Fees Guide available at www.bankdirect.co.nz.

Continuing Disclosure: We are required to provide you with regular statements. The statement will give you information about your account (for example, any interest or fees charged during the statement period) and the amount and timing of your next payment. Statements will be provided at least every 6 months.

Address for Notices: BankDirect, Lending Operations, 360 Dominion Road, Mt Eden, Auckland.

Right to Cancel: You have the right, for a short time, to cancel this Facility. A statement of your rights can be found in clause 14 of the Terms.

Changes on Grounds of Unforeseen Hardship: If you are unable to keep up your payments because of an unexpected event that causes you hardship, for example illness, injury, loss of employment or the end of a relationship, you can apply to us for a hardship variation of your Facility.

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

- a) extending the term of the Facility and reducing the amount of each payment due under the Facility accordingly (without a consequential change being made to the annual interest rate(s));
- b) giving you longer to pay by postponing, during a specified period, the dates on which payments are due under the Facility Agreement (without a consequential change being made to the annual interest rate(s)); or
- c) both of the above – postponing payments for a specified time and reducing the amount of your payments by extending the term.

You should do this or contact us as soon as possible, if you leave it too long, we may not have to consider your application.

Disputes Resolution Scheme: we are a member of the Banking Ombudsman dispute resolution scheme. You can contact the Banking Ombudsman at:

Address: Freepost 218002
PO Box 25327
Featherston Street
Wellington 6146
Phone: 0800 805 950
Email: help@bankomb.org.nz

We are registered on the register of financial service providers as ASB Bank Limited (registration number FSP29003).

Other Disclosure Requirements: The following interest charges and payments required are ascertainable and current as at the date this Facility Agreement was prepared and are subject to change (for the purposes of section 17 of the Credit Contracts and Consumer Finance Act 2003).

Total Interest Charges	\$ []
Total Payments Required	\$ []