

To: TSB Bank Limited (TSB)

Re: _____ (borrower)

And: _____ (guarantor)

Documents

Documents to be entered into

Facility agreement(s)

Mortgage document(s)

Security document(s)

Guarantee

Other

Settlement date

We have been appointed to act for TSB in accordance with its instructions dated _____ (instructions).

We certify as follows:

1. Compliance with instructions

- 1.1 We have fully complied with TSB's **instructions** and there are no circumstances that have arisen which would make it inappropriate for us to act for you in this matter or to comply with TSB's instructions.
- 1.2 We confirm that the conditions precedent set out in the **instructions** have been satisfied.
- 1.3 We hold originals of the signed **documents** (except for the mortgage instrument which is to be registered electronically immediately following drawdown). We have scanned and emailed copies of all of the signed **documents** that we hold to TSB.
OR
- 1.4 We enclose originals of the signed **documents** (except for the mortgage instrument which is to be registered electronically immediately following drawdown).

2. Transaction documents

- 2.1 The **borrower** and **guarantor** (as applicable) have executed all **documents** in accordance with TSB's instructions and the obligations assumed by each of them under those **documents** constitute valid, legal, binding and enforceable obligations.
- 2.2 The executed **documents** have not been amended without TSB's prior written consent.
- 2.3 The **borrower** and **guarantor** (as applicable):
 - a. has the full power and authority to enter into and perform their respective obligations under the **documents** and all transactions contemplated by them; and
 - b. has taken all necessary corporate or trust (if applicable) action required to authorise the entry into and execution of the **documents**;
 - c. if acting as a company is validly constituted under the laws of New Zealand and has taken all necessary actions or corporate authorisations required to enter into and execute the **documents**; and
 - d. if acting as a trustee of a trust, has the requisite powers to enter into and execute the **documents** and is exercising those powers for a proper purpose of the trust under which that party is acting as a trustee.

3. Documents and obligations explained

- 3.1 All **documents** have been provided to the **borrower** and the **guarantor** in accordance with TSB's **instructions**.
- 3.2 The nature, effect and implications of their respective obligations and liabilities under the **documents** have been explained to the **borrower** and **guarantor** (as applicable) and, in our opinion, both the **borrower** and **guarantor** (as applicable) have fully understood that explanation.

- 3.3 If the **borrower** or **guarantor** does not have an adequate level of proficiency in English then we confirm that a translator was present at meeting(s) between ourselves and the **borrower** and **guarantor** and that the translator communicated the information that we provided explaining the extent and nature of the obligations being entered into by the **borrower** and/or **guarantor** in their primary language, and that subsequently, the **borrower** and **guarantor** made an informed decision to enter into the **documents**, and are aware of the implications of entering into the **documents**. A copy of the translator's certificate is attached.
- 3.4 We have recommended to the **guarantor** that the **guarantor** obtains independent legal advice prior to executing the **documents**. We confirm that the **guarantor** has either waived their right to obtain independent legal advice or has obtained independent legal advice prior to entry into the **documents**. A waiver/confirmation of independent legal advice is attached.
- 3.5 Where the **guarantor** has waived independent legal advice, we have complied with the bank's **instructions** in providing legal advice to the **guarantor** prior to entry into the **documents**.

4. Searches and priority

Where a new first ranking mortgage is required or where an update to the priority amount of an existing mortgage is required in your instructions.

4.1 We have obtained (and attached to this certificate):

- a. a guaranteed search of the Record(s) of Title for any property that is subject to the mortgage (**property**) which is dated not more than 14 days prior to the **settlement date**; and
- b. a search of the Personal Property Securities Register of any debtor person or debtor organisation that has entered into a security document with TSB (as defined in the facility agreement).

4.2 These searches disclosed no registered interests, which, following settlement and registration of the releases of any existing security interests, would prevent any security document taking the priority required by the **instructions**, and we have no knowledge of any documents or interests yet to be registered.

OR

4.3 These searches disclosed certain registered interests and we are holding an executed and enforceable priority and subordination instrument in the form approved by TSB in writing for all registered interests disclosed in those searches.

5. Insurance

Where a new first ranking mortgage is required in your instructions.

5.1 We confirm that all insurance has been obtained in accordance with the requirements set out in the **instructions**. A certificate of currency is attached as required.

6. Settlement

Where a new first ranking mortgage is required or where an update to the priority amount of an existing mortgage is required in your instructions.

6.1 We have prepared (in accordance with the **instructions**) and are holding a Client Authority and Instruction Form duly executed by the mortgagor(s) in the form approved by the New Zealand Law Society and the Register-General of Land.

6.2 We have created and certified all necessary instruments in the eDealing, and will submit the eDealing for registration immediately following drawdown. We hold all necessary undertakings from the other parties' solicitors/registered conveyancers required in order to submit the eDealing.

6.3 Immediately after registration, we undertake to send to TSB the duplicate copy of the Client Authority and Instruction form signed by each mortgagor with the addendum attached.

6.4 We confirm that we completed an electronic mortgage in such manner as to:

- a. incorporate the terms and conditions of the Memorandum of Mortgage ; and
- b. include the priority amount(s) plus interest that you required in your **instructions** in terms of section 92 Property Law Act 2007.

6.5 We undertake to protect TSB's interests in all respects until TSB receives all of the **documents** required and we have taken all steps necessary to ensure TSB obtains a first priority registered mortgage.

6.6 The opinions, confirmations and undertakings given by us in this certificate are also given for the benefit of, and may be relied upon by, any assignee or transferee of the **documents**.

7. Rates and requisitions

Where a new first ranking mortgage is required in your instructions.

7.1 After due enquiry and to the best of our knowledge and belief:

- a. there are no arrears of rates or other outgoings in respect of the **property**; and
- b. there are no requisitions or outstanding requirements imposed by any territorial or government authority in respect of the **property**.

8. Unit Title or Stratum Estate (where applicable)

Where a new first ranking mortgage is required or where an update to the priority amount of an existing mortgage is required in your instructions.

8.1 Where the property is a unit title/stratum estate:

- a. there are no body corporate rules or matters disclosed in the pre-contract or pre-settlement disclosure statements under sections 146 and 147 of the Unit Titles Act 2010 (which we have obtained) that are prejudicial to TSB's interest as mortgagee;
- b. we will notify the body corporate of TSB's interest in the property immediately following settlement; and
- c. we confirm that the property is insured under the body corporate's insurance policy and TSB's interest has been noted by the insurer.

9. Practising certificate and professional indemnity insurance

9.1 We confirm that the signatory of this certificate:

- a. is partner of a law firm or a director of an incorporated law firm (as applicable) that holds a current professional indemnity insurance policy that meets or exceeds any minimum standards from time to time specified in the Lawyers and Conveyancers Act (Conveyancers: Registration and Practice) Regulations 2008 or by the New Zealand Law Society; and
- b. holds a current practising certificate issued pursuant to the Lawyers and Conveyancers Act 2006.

Signed by a partner or director of law firm

Signature

Date