

Specific Security Deed



Date

This deed is given by

(security provider)

In favour of

TSB Bank Limited

Collateral

Serial-numbered goods

Motor vehicles

Make or name of manufacturer	Model	Year	Registration (if any)	Vehicle ID (if any)	Chassis number (if any)	Colour

Aircraft

Make or name of manufacturer	Model	Year	Class of Aircraft	Registration mark	Nationality mark (if any)	Serial number

Inventory

Livestock

Crops

Investment securities

Publicly listed company shares

Issuer's Name	No. of Securities	Fin number (if any)	Serial number (if any)	Certificate number (if any)

Non publicly listed company shares

Issuer's Name	No. of Securities	Certificate number (if any)

Dairy company shares

Dairy Company Name	
Shareholder / Farm / Supplier number	

Accounts receivable

Intangibles

Other

In this deed, "we", "us" and "our" means **TSB Bank Limited**. "You" and "your" means the **security provider**.

The **general terms** apply to this deed.

Terms

1. Security

- 1.1 **Covenants:** You covenant that you will duly and punctually pay and perform the **secured obligations**.
- 1.2 **Security:** To secure payment and performance of the **secured obligations**, you give us a charge in and over all your present and future right, title and interest (whether legal or beneficial) in the following (without limitation and regardless of whether it is situated in New Zealand or elsewhere):
 - a. All of your present and after-acquired **collateral**;
 - b. In the case of livestock that is **collateral**, all natural increase (whether resulting from artificial breeding, embryonic transfer or otherwise) of the **collateral**, all unborn young of the **collateral**, all wool growing on the collateral and that wool once shorn, all other produce, including all dairy products, meat and genetic material;
 - c. In the case of **investment securities** that are **collateral**, all **rights** in relation to the **collateral**;
 - d. All attachments, accessories, replacements and spare parts relating to the above;
 - e. All accounts receivable, earnings, interest, money or other rights attributable to, or arising out of the above;
 - f. All documents of title relating to the above; and
 - g. The **proceeds** of the above.
- 1.3 **Excluded assets:** Notwithstanding clauses 1.1 to 3.1, the security created by this **deed** will not attach to the **excluded assets**.
- 1.4 **Continuing security:** The security created by this **deed** is a continuing security and you will not be released from the obligations set out in this **deed** until we agree in writing that such obligations have been released.
- 1.5 **Independent security:** The security created by this **deed** is independent of any other guarantee or security provided to us by you or any other person, and this **deed** is in addition to and not in substitution for any remedies provided by law or any other **document**.
- 1.6 **Immediate recourse:** You have no right to require us to proceed against or enforce any other rights or security or claim payment from any other person before enforcing our rights under this **deed**.

2. Nature of obligations

- 2.1 **Accounts receivable:** In respect of present or future accounts receivable, and present or future rights in relation to accounts receivable, the security created by this **deed** takes effect as a transfer of those accounts receivable (as 'transfer' is used in the context, and for the purposes, of the **PPSA**).
- 2.2 **Your liability:** Your liability and/or obligations under this **deed** are not affected by:
 - a. Any further advance or other financial accommodation made by us to you or any other person;
 - b. Us fully or partly discharging or releasing, or agreeing to a variation or waiver of, any other **document** provided by you or any other person;
 - c. The occurrence of an **event of insolvency** in respect of you or any other person;
 - d. Any decision by us to enforce the security created by this **deed** against one **security provider** without taking any steps to exercise any rights we may have against any other person;
 - e. Any of our rights against any other person being unenforceable for any reason; or
 - f. Anything we do, or omit or fail to do, in connection with the exercise of our rights under any **document**.
- 2.3 **No postponement of attachment or subordination:** Nothing in this **deed** is to be construed as:
 - a. An agreement that a security created under this **deed** attaches at a later time than the time specified in section 40(1) of the **PPSA**; or
 - b. An agreement to subordinate a security created under this **deed** in favour of any person.

3. Priority provisions

- 3.1 **Priority:** Unless agreed otherwise, the security created by this **deed** will rank in priority above any other security granted over your **personal property** except for a **permitted security**.
- 3.2 **Secured obligations:** The security created by this **deed** has the same priority in respect of all **secured obligations**, including future advances. Nothing in this clause is to be construed as limiting the **secured obligations**.

4. Further assurance

- 4.1 **Further assurance:** You agree to do all things necessary, or which we think is desirable, to ensure that we receive the full benefit of the security intended to be created by this **deed**, including:
 - a. Providing serial numbers and other details of any **collateral**;
 - b. Delivering any **collateral** to us where possession of that **collateral** by a third party may have the result that the interest of that third party in that **collateral** would defeat our priority; and

- c. Assisting us with exercising any of our rights or powers under this **deed**, whether on enforcement (including, but not limited to the sale of any of the **collateral**) or otherwise.
- 4.2 **Retain priority:** Upon request by us, you will promptly do everything which is necessary to retain the intended priority of our security.
- 4.3 **Financing statements:** Upon request by us, you must promptly provide all the information required by us to register and maintain a financing statement on the **PPSR**.

5. Undertakings

- 5.1 **General undertakings:** You undertake to us that at all times:
 - a. You will not change your name without giving us at least 14 days' prior notice;
 - b. You are and will remain the sole legal and beneficial owner of the **collateral**;
 - c. All the **collateral** will be in your possession and situated in New Zealand;
 - d. You will deliver to us written notice of the present location of any **collateral**, when asked to do so by us;
 - e. There will be no security over or affecting any **collateral** except for a **permitted security**;
 - f. You will keep the **collateral** in good condition, protect it from loss or damage, and promptly repair any damage or defect;
 - g. Comply with all laws, and all terms contained or implied in any lease or other agreement, which may materially affect the **collateral**;
 - h. You will allow us and any person on behalf of us to inspect the **collateral** at any reasonable time;
 - i. You will not do, omit to do or allow to occur anything which might render any of the **collateral** or the security created by this **deed** invalid or unenforceable, or liable to forfeiture or cancellation, or which may cause or contribute to a deterioration in the value of the **collateral** or adversely affect the security created by this **deed**;
 - j. You will ensure that we are notified of all of your interests in land, motor vehicles or aircraft (including those serial-numbered goods specified in this **deed**) and you will provide to us all information about such **collateral** that we request;
 - k. You will arrange, at our reasonable request but at your sole cost, for a valuation of all or any part of the **collateral** by a registered valuer approved by us and for a copy of the valuer's report to be provided to us promptly on completion;
 - l. You will not allow any **collateral** to become an accession or fixture to, or intermingled with, property which is not part of the **collateral**; and
 - m. You will not dispose of, vary the terms of, part with possession of or otherwise deal with any **collateral** except for a **permitted disposal**.

6. Undertakings in relation to investment securities which are collateral

- 6.1 **General undertakings:** You undertake that you will at all times in relation to **investment securities** which are **collateral**, promptly give to us:
 - a. Any documents of title to the **investment securities** and any **rights**;
 - b. Any transfer in relation to the **investment securities** and any **rights**, if required by us; and
 - c. Any certificates or documents of title issued by an **issuer** in substitution for, or replacement of, any of the certificates or documents of title referred to in sub-clauses 6.1(a) and 6.1(b).
- 6.2 **Listed issuers:** If an **issuer**, while listed on any stock exchange, is party to or converts to an electronic transfer and registration system which results in a system of scripless trading of its **investment securities**, you undertake that you will:
 - a. Enter into an agreement with us and a broker/dealer of those **investment securities** that are **collateral** nominated by us in a form required by us; and
 - b. Give notices and directions as we may require to the manager of the registry of securities for that **issuer**.
- 6.3 **Calls on investment securities:** If any call or other amount becomes payable in relation to any **investment securities** or any **rights** while you are the holder of those **investment securities** or **rights**, you undertake that you will pay that call to the relevant **issuer** on or before the due date for payment and promptly confirm to us that the payment has been made.
- 6.4 **Undertaking to pay:** If any call becomes payable in relation to any **investment securities** or any rights while we or our nominee is the holder of those **investment securities** or **rights**, you undertake that you will pay an amount that is equal to that call to us or to the relevant **issuer** (and, if you pay the call to us, we will pay the call to the relevant **issuer**).

- 6.5 **Rights to acquire investment securities:** If any **right** to acquire any **investment securities** becomes exercisable, the holder of the relevant **investment securities** will promptly provide full details of that entitlement to us or you (whomever is not the holder of the **investment securities**, as the case may be) and you will advise us whether or not you wish to exercise all or any part of that entitlement.
- 6.6 **Consequences of event of default:** Until an **event of default** occurs:
- You may exercise all voting rights in relation to any **investment securities** and any **rights** you hold; and
 - If we or our nominee are the holder of all or any of the **investment securities** and any **rights**, we will, if requested by you and at your expense, appoint, or cause the nominee to appoint, a proxy nominated by you, to enable you to vote at meetings of the relevant **issuer**, provided that, in each case, you will not cast, or refrain from casting, a vote in a manner which could reasonably be expected to affect adversely the security created by this **deed** or any other **document**.
- 6.7 **Distributions:** All distributions in relation to any **investment securities** and **rights** are to be applied in any manner required by us, in our sole discretion, including, if required, in or towards payment of the **secured obligations**.
- 6.8 **Notice of offer:** If an offer is made for **investment securities** in an **issuer**, including any **investment securities** which, if successful, would result in the offeror holding or controlling not less than 50% of the voting **investment securities** in that **issuer**:
- The holder of the relevant **investment securities** at that time will notify the other party to this **deed** of the terms of the offer; and
 - We may accept, or if you are the holder of the relevant **investment securities**, require you to accept, that offer in which case you will do so by the latest date for acceptance, if, in our opinion, non-acceptance of that offer could reasonably be expected to adversely affect the security created by this **deed** or any other **document**, and, in any case, the proceeds of sale of the relevant **investment securities** will be applied in or towards repayment of the **secured obligations**.
- 6.9 **Co-operative companies:** If the **issuer** of any **investment securities** is a co-operative dairy company (as defined in section 34 of the Co-operative Companies Act 1996), you undertake that you will, at all times during the continuance of the security created by this **deed**, in relation to those **investment securities**:
- Ensure that you continue to be a supplying shareholder (within the meaning of that section 34) of, and in accordance with the constitution of, that **issuer**;
 - Immediately notify us if:
 - The amount or estimated amount of milk or milk solids supplied, or to be supplied, by you to that **issuer** is, or is expected to be, less than any minimum amount specified in the constitution of that **issuer** as an amount of milk or milk solids which a person is required to supply to that **issuer** either for:
 - That person to be a supplying shareholder of that **issuer**; or
 - The **issuer** to allot shares to that person;
 - That **issuer** rejects any milk or milk solids offered for supply to that **issuer** by you; or
 - That **issuer** advises you that the **issuer** will not accept milk or milk solids supplied by you in future; or
 - That **issuer** terminates or takes steps to terminate your supply agreement with the **issuer**; and
 - Not agree with that **issuer** a surrender price for any **investment securities** which is less than the nominal value (if any) of those **investment securities** under the constitution of that **issuer**.

7. Insurance

- 7.1 **Insurance:** You must:
- Keep all **collateral** of an insurable nature insured at all times for a value agreed with us and with an insurance company approved by us; and
 - Duly and punctually pay all premiums for the insurance in relation to the **collateral**.
- 7.2 **Insurance policy:** You must provide us with a copy of a certificate of currency for any such insurance upon our request. Our interest as the secured party must be noted on any insurance policy for the **collateral**.
- 7.3 **Notifications:** You must notify us immediately:
- Of any insurance claim made or to be made;
 - Of the cancellation, variation, lapse or non-renewal of any insurance; and
 - Of anything which may materially prejudice your or our rights under any insurance.
- 7.4 **Application of money:** Money recoverable under any insurance over the **collateral** is to be applied at the option of us either:
- In or towards rebuilding, repairing, restoring or replacing the relevant **collateral** or meeting the liability insured against; or
 - In reduction of the **secured obligations**.

8. Our rights

8.1 **Our rights:** We may (but are not obliged to) do all things which we think are desirable to:

- a. Remedy any default by you under a **document**;
- b. Otherwise protect the **collateral** or any security created by a **document** (including, but not limited to, and without affecting any of your obligations under any **document**, lodging any caveat in relation to any interest in land charged by you under a **document**); and/or
- c. When the **collateral** includes **investment securities** we may:
 - i. Notify an **issuer** of the security created by this **deed**; or
 - ii. Retain and hold all documents of title and transfers deposited with us until we have signed a release of this **deed**.

9. Release and reinstatement

9.1 **Release:** We do not have to provide a release of this **deed** to you unless:

- a. All amounts received by us under this **deed** are cleared and immediately available to us;
- b. All **secured obligations** have been paid to us and performed and we do not have an obligation to provide further financial accommodation which would give rise to further **secured obligations**; and
- c. We are satisfied that there is no reasonable possibility of any amount paid to us in respect of a **secured obligation** being voidable or required to be refunded by us under any law.

9.2 **Release in writing:** No release by us of our rights under this **deed** will be effective unless given by us in writing.

9.3 **Reinstatement:** If any amount paid to us in respect of a **secured obligation** is voided or required to be refunded by us under any law, then to the maximum extent permitted by law (and including where we have released any person from their obligations under this **deed**):

- a. That amount will be deemed to have not been received by us and any indebtedness repaid by such amount will be reinstated; and
- b. Each party will be deemed to be returned to the position in which it would have been, and we will be entitled to exercise any rights that we would have had, as if such amount had not been paid to us.

10. Payments generally

10.1 **Payments free and clear:** Each payment under any **document** must be unconditional, free and clear of any restriction, and without any deduction, set-off or withholding (unless required by law) and in New Zealand dollars.

10.2 **Gross-up:** If you are required by law to make any deduction or withholding on account of tax, or we are required by law to make any payment on account of tax (other than tax on our overall net income) on any amount payable in connection with a **document**, you must pay an additional net amount equal to the amount that we would have received had no such deduction, withholding or payment been required.

10.3 **Time of payments:** All amounts payable under any **document** are due by 4:30pm on the relevant due date.

10.4 **Application of payments:** Unless otherwise specified in a **document** or required by law, all amounts received or recovered by us under a **document** may be applied between principal, interest and other amounts in the manner and order determined by us (at our absolute discretion).

11. Set-off

11.1 **Set-off:** We can use any funds (in any currency) deposited or invested with us by you in satisfaction (whether in part or in full) of any overdue amount owed to us. For this purpose we may break any term deposit prior to its maturity.

11.2 **Contingent liabilities:** If, at any time following an **event of default** and while that event is continuing, an amount is contingently owing to us or an amount owing to us is not quantified, we may retain and withhold repayment of any funds (in any currency) deposited or invested with us by you, and the payment of interest or other moneys, pending that amount becoming due and/or being quantified.

11.3 **No notice required:** We may exercise our rights under this clause without prior notice or demand.

12. Enforcement provisions

12.1 **Our powers on default:** If an **event of default** occurs, we may:

- a. Take possession of all or any of the **collateral**;
- b. Appoint a **receiver** to all or any of the **collateral**;
- c. Sell, dispose of, vary the terms of, part with possession of or otherwise deal with any **collateral** in such manner, by such methods and on such terms and conditions as we determine;
- d. In your name or otherwise, at any time, do anything that you could do in relation to the **collateral**;

- e. (Whether or not a **receiver** has been appointed) exercise any of the powers of a **receiver**, or any of the powers a person would have if appointed as a **receiver** under this **deed**;
- f. Pay any expenses incurred in the exercise of our powers under this **deed** out of the revenue from, or proceeds of realisation of, the **collateral**;
- g. Where any of the **collateral** includes **investment securities**:
 - i. Cause us to be registered as the holder of any **investment securities**, or as the person entitled to any **rights**;
 - ii. Complete and present any transfer or change of ownership form to the relevant **issuer** for registration; and
 - iii. Complete in favour of any person (including us) who is purchasing the investment securities under the powers given to us by this **deed** or by law, any transfer or change of ownership form or any other document signed by or on behalf of you; and/or
- h. Exercise any other right given to us by law or under any **document**.

13. Receiver

- 13.1 **Appointment:** We may (whether or not we have exercised any other power) appoint any person or persons (who may then be, or may previously have been, an **investigator**) to be a **receiver** of all or any of the **collateral**:
 - a. After an **event of default** occurs; or
 - b. If you request.
- 13.2 **Removal:** We may remove any **receiver** and may appoint a new **receiver** in place of any **receiver** who has been removed, retired or died.
- 13.3 **Agent:** A **receiver** will be your agent, and you alone will be responsible for the acts and defaults of the **receiver** except where a **receiver** is acting on our request or instruction.
- 13.4 **Remuneration:** We may fix the remuneration of a **receiver** at an amount, or on a basis, agreed with the **receiver** or, failing agreement, as determined by us. All remuneration payable to any **receiver** shall be payable by you on demand and shall form part of the **secured obligations**.
- 13.5 **Powers:** In addition to, and without affecting, any other powers and authorities conferred on a **receiver**, a **receiver** has the power to do all things in relation to the **collateral** and your business as if the **receiver** had absolute ownership of the **collateral** and carried on your business for the **receiver's** own benefit.
- 13.6 **Application of payments:** All amounts received by us or any **receiver**, whether in the exercise of that person's powers or otherwise, in relation to any **collateral** will be applied (subject to the claims of all secured and unsecured creditors (if any) ranking in priority over that **collateral**) in the manner and order determined by us or the **receiver** (at our or the **receiver's** absolute discretion). If any part of the **secured obligations** is contingently owing to us, we or the **receiver** may retain an amount equal to all or part of that contingent indebtedness. This amount is to be placed in an interest-bearing deposit account until that contingent indebtedness becomes actually due and payable or otherwise ceases to be contingently owing.

14. Protection provisions

- 14.1 **Liability:** Subject to applicable law, we will not be:
 - a. Obligated to enforce payment or performance of the **secured obligations**;
 - b. Accountable for any proceeds of enforcement except to the extent of net proceeds actually received;
 - c. Liable for any loss, nor to account, as mortgagee in possession of any **collateral**; and
 - d. Liable for any losses which may occur in relation to, or as a result of, the exercise, purported exercise or non-exercise of any rights, powers or remedies.For the avoidance of doubt, nothing in paragraphs (c) or (d) makes you liable for our fraud, wilful misconduct or negligence (or the fraud, wilful misconduct or negligence of our officers, employees, contractors or agents or any receiver appointed by us).
- 14.2 **Indemnities:**
 - a. Subject to paragraph (c) below, we will be indemnified out of revenue from, or proceeds of sale of, the **collateral** against losses, expenses and liabilities resulting from the exercise of any rights or powers.
 - b. Subject to paragraph (c) below, you indemnify and hold us harmless (and will pay on demand all amounts payable in relation to that indemnity):
 - i. For all costs, losses and expenses incurred by us in relation to this **deed** and in exercising any right or recovering the **secured obligations**; and
 - ii. Against any claim by any person relating to the **collateral**, or the exercise by us of any right or power under this **deed**.

- c. Neither paragraph (a) nor (b) above requires you to indemnify us for any loss, expense or liability to the extent such loss, expense or liability arises from the fraud, negligence or wilful misconduct of:
 - i. us, as lender;
 - ii. any of our officers, employees, contractors or agents; or
 - iii. any receiver appointed by us.

14.3 **Our rights:** No person dealing with us, or with any person acting on behalf of us, will:

- a. Enquire whether any power which we, or person acting on our behalf, as the case may be, is purporting to exercise have become exercisable (whether by an **event of default** occurring, the proper appointment of a **receiver**, or otherwise), or otherwise as to any matter in connection with the exercise of any of that power; or
- b. See to the application of any amount paid to us, or person acting on our behalf, as the case may be.

14.4 **Interpretation of this clause:** For the purposes of this clause 14, references to 'we' and 'us' will be read so as to extend the meaning to a **receiver** appointed by us in connection with this **deed** and any person acting on behalf of the **receiver**.

15. Investigator

15.1 **Appointment:** We may (whether or not an **event of default** has occurred), appoint an **investigator**. We may remove any **investigator** and may appoint a new **investigator** in place of an **investigator** who has been removed, retired or died, or in addition to an **investigator** already appointed. If we appoint more than one person as an **investigator**, the appointment may, at our discretion, be either joint or joint and several. We will determine the remuneration for any **investigator**, which will be paid by you.

15.2 **Agent:** Every **investigator** will be your agent, and you alone will be responsible for the **investigator's** acts and defaults.

15.3 **Powers:** Every **investigator** will have power to investigate your affairs in such a manner as the **investigator** thinks fit (including, but not limited to, entering any premises owned or occupied by you, making enquiries of any of your directors, officers, employees, professional advisors or business associates and inspecting and taking copies of, or extracts from, any document relating to your affairs), and you will do everything requested by the **investigator** to enable the **investigator** to exercise these powers.

15.4 **Authorisation:** You authorise us to require the **investigator** to provide to us any reports and information requested by us.

16. Power of attorney

16.1 **Power of attorney:** For the purpose of enabling us to obtain the full benefit of this **deed**, you hereby irrevocably appoint us and each director or manager of us individually as your **attorney**, in your name and on your behalf, to enter, execute, sign and do all such acts, deeds, matters and things whatsoever which you by virtue of this **deed** expressly or impliedly covenant to do or for which you are liable under this **deed** and which you for any reason refuse or fail to do, and you ratify anything done by an **attorney** under this clause.

17. Contracting out of PPSA rights

17.1 **PPSA rights:** You:

- a. Agree that nothing in the following sections of the **PPSA** will apply to this **deed**, or the security created by this **deed**:
 - i. Section 114(1)(a) - which records that a secured party who intends to sell collateral under section 109 must not less than 10 working days before selling the collateral, give notice to a debtor; and
 - ii. Section 133 - which allows for a debtor to reinstate a security agreement in certain circumstances;
- b. Waive your right to do any of the following:
 - i. Receive a statement of account under section 116 of the **PPSA**;
 - ii. Receive notice of our proposal to retain any **collateral** under section 120(2) of the **PPSA**;
 - iii. Object to our proposal to retain any **collateral** under section 121 of the **PPSA**;
 - iv. Not have goods damaged when we (or someone acting on our behalf) 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**; or
 - vii. Receive a copy of a verification statement in relation to a financing statement or a financing change statement under section 148 of the **PPSA**.

18. Application of PLA and other laws

18.1 **Mortgage debenture:** This **deed** is intended to take effect as a mortgage debenture.

18.2 **Relationship with PLA:** The covenants, conditions and powers implied in mortgages of goods by section 96 of the PLA do not apply to this **deed**.

19. Amendments

19.1 **Agreed amendments:** Except as otherwise specified in any **document**, no amendment to this **deed** will be effective unless it is in writing and agreed between you and us.

19.2 **Waivers:** No waiver by us of our rights under any **document** will be effective unless given by us in writing.

20. Notices

20.1 **Notices:** Any notice or demand under or in connection with a **document** may be given by us or by our agent:

- a. By delivering it to you personally;
- b. By posting it by registered post or sending it by courier addressed to you at the main place of business or home address last known to us or any other address we reasonably believe to be appropriate; or
- c. By sending it to you in electronic form in accordance with clause 20.2.

In the case of a party to a **document** that is not an individual, a notice or demand may be given by us to a director (if a company) or any other person we reasonably believe to be an authorised person of that party, in accordance with paragraphs (a) to (c) above.

A notice or demand given by us will be deemed to be served:

- d. If delivered personally, on the same day that it is delivered;
- e. If posted by registered post or sent by courier, when the notice or demand would normally have been delivered (and confirmation of delivery by New Zealand Post or the courier firm will be evidence of service); or
- f. If given in electronic form by means of an electronic communication, at the time the electronic communication enters the designated information system (as defined in the Contract and Commercial Law Act 2017) or (if earlier) when it comes to the addressee's attention.

The methods of service set out in this clause do not limit any other lawful method of service of a notice or demand or any other lawful means of communication. In some circumstances, we may communicate by displaying a notice on our website, in our branches or using an appropriate form of media (which may include online media).

20.2 **Electronic communications:** Where you have given us an electronic message address, you consent to receiving documents, notices and communications (including, but not limited to, information required by law) in electronic form, by means of an electronic communication, and signed by means of an electronic signature. For the purposes of each **document**, the conditions relating to sending and receiving information in electronic form are those in the Contract and Commercial Law Act 2017 (and any other applicable law from time to time).

21. Trusts

21.1 **Representations:** If you enter into a **document** as a trustee of a trust you represent to us that:

- a. Your entering into the **document** and the incurring of obligations under such **document**, is authorised by the trust documents and/or by law;
- b. There is nothing specific to you, your circumstances or your execution of the **documents** that would prevent your obligations under one or more of the **documents** being valid, binding and enforceable, subject to the application of laws affecting creditors' rights generally; and
- c. Your entry into the **document** is for proper purpose and for the benefit of the trust.

21.2 **Undertakings:** If you enter into a **document** as a trustee of a trust, you undertake that none of the following will occur without our prior written consent:

- a. Any change to the trustees or trust documents; or
- b. Any vesting or final distribution of the assets or capital of the trust or dissolution or terminating event of any kind in relation to the trust.

21.3 **Our recourse:** In enforcing any obligations under a **document** against a trustee, we may have full recourse to the assets of the relevant trust and will be subrogated to each trustee's right to be indemnified from those assets or by any other person. Except in the case of an independent trustee, each trustee is personally liable and we may recover any **secured obligations** from the trustee's personal assets as well as the trust assets.

21.4 **Independent trustee:** Where a person is specified in this **deed** as an independent trustee, we will not be entitled to recover any **secured obligations** from the trustee's personal assets. However, this limitation of personal liability will not apply where the independent trustee has made a statement in a certificate, or any other statement, which was misleading or untrue or has otherwise acted dishonestly and such statement or action gives rise to a **material risk**.

22. Partnerships

22.1 **Representations:** If you enter into a **document** as a partner of a partnership you represent to us that:

- a. Your entering into the **document** and the incurring of obligations under such **document**, is authorised by the partnership documents and/or by law;
- b. There is nothing specific to you, your circumstances or your execution of the **documents** that would prevent your obligations under one or more of the **documents** being valid, binding and enforceable, subject to the application of laws affecting creditors' rights generally; and
- c. All the assets of the partnership are legally owned by the partners of the partnership.

22.2 **Undertakings:** If you enter into a **document** as a partner of a partnership, you undertake that none of the following will occur without our prior written consent:

- a. Any changes to the partners or partnership documents; or
- b. Any distribution of assets of the partnership; and
- c. Any dissolution or terminating event of any kind in relation to the partnership.

22.3 **Our recourse:** In enforcing any obligations under a **document** against a partnership, we may have full recourse to the assets of the relevant partnership and will be subrogated to each partner's right to be indemnified from those assets or by any other person. Each partner is personally liable and we may recover any **secured obligations** from the partner's personal assets as well as the partnership assets.

23. Limited partnerships

23.1 **Representations:** If you enter into a **document** as a general partner of a limited partnership you represent to us that:

- a. Your entering into the **document** and the incurring of obligations under such **document**, is authorised by the partnership documents and/or by law;
- b. There is nothing specific to you, your circumstances or your execution of the **documents** that would prevent your obligations under one or more of the **documents** being valid, binding and enforceable, subject to the application of laws affecting creditors' rights generally; and
- c. All the assets of the partnership are legally owned by the partners of the limited partnership.

23.2 **Undertakings:** If you enter into a **document** as a general partner of a limited partnership, you undertake that none of the following will occur without our prior written consent:

- a. Any changes to the general partners or partnership documents; or
- b. Any distribution of assets of the limited partnership;
- c. The de-registration of the limited partnership under the Limited Partnerships Act 2008; and
- d. Any dissolution or terminating event of any kind in relation to the limited partnership.

23.3 **Our recourse:** In enforcing any obligations under a **document** against a limited partnership, we may have full recourse to the assets of the relevant limited partnership and will be subrogated to each general partner's right to be indemnified from those assets or by any other person. Each general partner is personally liable and we may recover any **secured obligations** from the general partner's personal assets as well as the partnership assets.

24. General

24.1 **Acting on instructions:** Unless otherwise agreed, we may act on an instruction given on behalf of a party to a **document** by any person we reasonably believe to be an authorised person of that party (acting alone). Despite this, we may (acting reasonably) decline to act on any instructions where we believe that we have good reason to do so (for instance, in the case of a dispute or contradictory instructions).

24.2 **Assignment:** We can assign or transfer any or all of our rights and obligations under any **document** without your consent. You may not assign or transfer any rights or obligations under any **document** without our prior written consent.

24.3 **Waiver:** If we do not exercise or if we delay the exercising of any of our rights under any **document**, that does not operate as a waiver and will not prevent us from exercising those rights at some other time.

24.4 **Privity:** We may enforce our rights under a **document** even if we are not party to the **document** for the purposes of the Contract and Commercial Law Act 2017.

24.5 **Partial invalidity:** The illegality, invalidity or unenforceability of a provision in any **document** will not affect the legality, validity or enforceability of another provision.

24.6 **Counterparts:** Any **document** may be executed in any number of counterparts, all of which when taken together shall constitute one and the same **document**.

24.7 **Governing law:** This **deed** is governed by and to be construed in accordance with New Zealand law.

24.8 **Delivery:** For the purposes of section 9 of the Property Law Act 2007, and without limiting any other mode of delivery, this **deed** will be delivered by each party immediately on the earlier of:

- a. physical delivery of an original of this **deed** (or a counterpart of it), executed by that party, into the custody of the other party or the other party's solicitors; and
- b. transmission by that party or its solicitors (or any other person authorised in writing by that party) of a fax, photocopied or scanned copy of an original of this **deed** (or a counterpart of it), executed by that party to the other party or the other party's solicitors.

25. Definitions and interpretation

25.1 **Definitions:** In this **deed**, terms that are bold are defined in the **general terms** or have the following meanings, unless the context requires otherwise:

attorney	means an attorney appointed under this deed
collateral	means the collateral as specified in this deed and all other property and assets charged, or intended to be charged, under this deed
deed	means this specific security deed
document	means this deed , the general terms and any other document entered into in connection with this deed or that evidences or relates to the secured obligations
event of insolvency	means, in relation to a person or entity, that person or entity: <ol style="list-style-type: none"> a. Is insolvent or unable to pay its debts as they fall due; b. Is bankrupt, in receivership, liquidation, under statutory management or voluntary administration, or is wound up; c. Suspends, stops or threatens to suspend or stop payment of a material part of its indebtedness; or d. Commences negotiations or takes any proceedings with a view to the general deferral, readjustment or rescheduling of its indebtedness or a material part of its indebtedness; or e. Makes, or proposes to make, any assignment, arrangement or composition for the benefit of its creditors generally or a moratorium is agreed or declared in respect of or affecting all or any material part of its indebtedness; or f. Anything analogous or having a substantially similar effect occurs
excluded assets	means any assets which, by applicable law at any time, may not be subject to the security created by this deed
general terms	means the business facility general terms, as they may be updated or replaced from time to time
investigator	means any person (whether or not one of our employees or officers) appointed under this deed to act as an investigator of your affairs
investment security	has the meaning given to that term in the PPSA
issuer	means an issuer of any investment securities or rights subject to the security created by this deed and, in relation to any investment securities or rights which arise from, or form part of, a unit trust, includes both the unit trust itself and any manager or trustee or other entity performing either or both of those roles in relation to the unit trust
permitted disposal	means disposing of, varying the terms of, parting with possession of or otherwise dealing with any collateral with our written agreement, or in the ordinary course of business and for fair market value by way of: <ol style="list-style-type: none"> a. A disposal of inventory for fair market value; or b. A disposal of obsolete property or property no longer required for the purposes of your business; or c. The payment of money

permitted security	means a security created in our favour or with our written agreement, or a security created in the ordinary course of business that is: <ul style="list-style-type: none"> a. A netting or set-off arrangement for the purpose of netting debit and credit balances as part of a banking arrangement; or b. A lien or other security arising by operation of law; or c. A purchase money security interest (as defined in the PPSA) in favour of a seller to secure payment of the purchase price; or d. Holding personal property under a lease or bailment for a term of more than one year or on commercial consignment (both as defined by the PPSA);
personal property	has the meaning given to that term in the PPSA
PLA	means the Property Law Act 2007
PPSA	means the Personal Property Securities Act 1999
PPSR	means the register of personal property securities established under the PPSA
proceeds	has the meaning given to that term in the PPSA
receiver	means a person appointed under this deed as a receiver or receiver and manager
rights	means all distributions, and all options or rights to take up any investment securities of any nature, and all other rights, money or securities of any nature attributable to, or arising from, any investment securities
secured obligations	means all of your obligations and indebtedness owed to us (whether present or future, actual or contingent, and whether owed jointly or severally with any other person)
security provider	means the security provider as specified in this deed .

25.2 **Interpretation:** In this **deed**, unless the context requires otherwise:

- a. If more than one person is named as the **security provider**, each reference to the **security provider** is a reference to each **security provider** separately and to all **security providers** together;
- b. The headings to clauses shall be ignored in construing this **deed**;
- c. The word 'including' and other similar words do not imply any limitation;
- d. A reference to any legislation is a reference to future versions of it (including re-enactments and replacements) and includes regulations, orders-in-council and other instruments from time to time issued or made under, that legislation;
- e. A reference to a law is a reference to any law, regulation, rule, official directive, order, request, guideline or consent of any governmental body or regulatory authority;
- f. A reference to a document includes that document as amended, supplemented, novated or replaced from time to time;
- g. A reference to a party to any **document**, if an individual, includes that person's executors and administrators and, in the case of a body corporate or any other person, includes its successors and permitted assignees and transferees, and in our case our transferees and assignees;
- h. An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency; and
- i. A reference to security includes a security interest (as defined in the **PPSA**), mortgage, pledge, charge, lien, hypothecation, encumbrance, deferred purchase, title retention, or other security arrangement of any kind, the practical effect of which is to secure a creditor.

Acknowledgement and execution

By signing this deed, the security provider acknowledges understands and agrees to the obligations undertaken under this deed.

Signed by the security provider

Signed for

Signature Date

Signed by the security provider

Signed for

Signature Date

Signed by the security provider

Signed for

Signature Date

Signed by the security provider

Signed for

Signature Date

Signed by the security provider

Signed for

Signature Date

Witnessed

Name

Occupation

Address

Signature Date