

# Solicitor's Certificate

<p><b>To</b></p> <div style="border: 1px solid black; padding: 2px;">Rabobank New Zealand Limited</div> <p><b>Your instructions dated</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p><b>Name of solicitor</b></p> <div style="border: 1px solid black; padding: 2px;">I</div>	<p><b>Borrower</b></p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div> <p><b>Name of firm</b></p> <div style="border: 1px solid black; padding: 2px;">of</div>
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being the holder of an unrestricted practising certificate, certify and undertake to you as set out below (capitalised terms used in this Certificate but not defined have the meanings given to them in Rabobank New Zealand Limited's ("Rabobank") Standard Loan Terms):

## 1. Instructions

We have accepted your instructions and any subsequent written instructions to act on Rabobank's behalf, including the Solicitor's Instruction Letter and General Instructions to Solicitors (together, the "Instructions"). We have acted in accordance with those instructions and prudent legal practice in order to protect Rabobank's position.

## 2. Loan structure

The loan structure as out in the Letter of Offer has been explained to the Borrower.

## 3. Preparation of documents

- (a) We have prepared the Security Documents (as detailed in Schedule One below) as instructed, and have used applicable standard Rabobank forms, in accordance with Rabobank's instructions. Any alterations to the standard forms and any documents drafted by us have been submitted to Rabobank for approval and have been approved. Approved alterations to the standard forms have been initialled by each Relevant Person. Any agreements affecting any security have been referred to Rabobank for approval, and have been approved.
- (b) Where the Security Documents include a general security agreement or one or more documents comprising a Security Interest ("Security Agreements") (as detailed in Schedule One below), then in respect of each such Security Agreement:
  - (i) we have verified the correct and full name of the person/s or organisation/s which has/have executed the Security Agreement as the Debtor in accordance with the Personal Property Securities Regulations 2001 ("Regulations") and have completed the details of the Debtor correctly in the Security Agreement; and
  - (ii) we have verified all details of serial-numbered goods in which a perfected security interest is to be taken (as identified in the Letter of Offer), and confirm that they are complete and correct in accordance with the Regulations, and we have correctly completed the details of those serial-numbered goods in the Security Agreement.

## 4. Execution and performance of documents

- (a) All Security Documents (and any other Contract documents executed in our presence) have been correctly executed by all parties to each document (excluding Rabobank) and, to the best of our knowledge, are valid and enforceable and each Security may be relied upon by Rabobank to afford the security and priority required.
- (b) In the case of an incorporated Relevant Person, its constitutional documents and any applicable legislation permit the Relevant Person to enter into the transactions contemplated by the documents being signed. Appropriate

certification is held that the transactions benefit the company and that execution of such documents took place after all necessary resolutions and authorisations had been duly passed or obtained.

- (c) In the case of a Relevant Person which is a trust, partnership, or a limited partnership, the trust or partnership deed or limited partnership agreement permits the Relevant Person's valid granting of security and entry into the transactions contemplated by the documents. Appropriate certification is held that all documents were executed after all required procedural steps and authorisations had been duly taken and obtained.
- (d) Each Relevant Person has the capacity and power to borrow, guarantee or grant security (as the case may be) and execute all relevant documents to which it is a party and perform its obligations under them.
- (e) Where a deed of subordination is required, the certifications in 4(a) – (d), as relevant, apply in respect of the subordinated lender.

## 5. Searches and other interests

- (a) Where the Security Documents include one or more Security Agreement, we have searched the Personal Property Securities Register on the date of this Certificate at the time specified in Schedule Two on:
  - (i) the full name/s of person/s or organisation/s which has/have executed the Security Agreement as the Debtor, as set out in Schedule Two; and
  - (ii) the serial numbers of all serial-numbered goods which are included in the Security Agreement as Secured Property, as set out in Schedule Two.

Only the security interests detailed in Schedule Two were disclosed by those searches.

- (b) We have also searched all other relevant registers on the date of this Certificate. Only the encumbrances detailed in Schedule Two were disclosed by the searches.
- (c) We have obtained within 4 Business Days prior to settlement a guaranteed search of all land title(s) required by the Instructions to be mortgaged to you. If settlement is not completed within 4 Business Days of the date of that guaranteed search, we will obtain further guaranteed searches as necessary within 4 Business Days prior to settlement and will advise you of any variation that may consequently be required to the contents of this Certificate, before settlement.
- (d) Except in the case of any purchase money security interest ("PMSI") identified in Schedule Two or to the extent allowed otherwise in accordance with the Instructions, we hold registrable releases of the security interests or other

encumbrances specified in Schedule Two, or acceptable undertakings to release those interests or encumbrances within 3 Business Days following settlement.

- (e) We are not aware of any outstanding interests, circumstances, unregistered mortgages, charges or interests likely to prejudice or defeat your interests.
- (f) We are not aware of any arrears or outstanding defaults under any of the security interests, mortgages or charges detailed in Schedule Two.
- (g) In respect of all property required by the Instructions to be mortgaged to you, all rates have been paid or will be paid on settlement and there are no outstanding notices affecting any such property.
- (h) Where appropriate, all consents, waivers of priority, or other third party documents required to give effect to the Instructions have been obtained, or binding commitments to provide them have been obtained and the execution of the Security Documents does not constitute a default under any of the prior charges.

#### 6. Legal advice

- (a) Each person executing the Security Documents and other relevant documents (if any) as Guarantor has obtained legal advice on the nature and implications of the transactions (in accordance with the Instructions), including, where the Guarantor's liability is not limited to a specified amount, advice that the Guarantor's liability is not so limited.
- (b) The nature and implications of the Security Documents and other documentation (if any) have been fully and adequately explained to each Guarantor (in accordance with the Instructions), including, where the Guarantor's liability is not limited to a specified amount, that the Guarantor's liability is not so limited, and each Guarantor has acknowledged his/her/ their liability under the relevant documents.
- (c) Where the Guarantor is or may be under the undue influence of the Borrower, or the Borrower has or may have made misrepresentations to the Guarantor, the required advice to the Guarantor has been provided by a lawyer who is independent of Rabobank and the Borrower, that lawyer has confirmed the provision of that advice, and that confirmation is attached.

#### 7. Insurance

- (a) The property specified in the Security Documents has been insured in accordance with the Standard Loan Terms and your interest has been correctly noted on the relevant policies, details of which are set out in Schedule Three.
- (b) The Borrower has public liability insurance to a minimum of \$1 million.
- (c) There are no outstanding or overdue insurance premiums relating to the insurance policies referred to above.

#### 8. Registration

##### Non e-dealing

We will promptly attend to registration of any mortgage of land and will forward the registered mortgage to you immediately following registration together with a search copy of each Record of Title (post registration).

##### Signature of Partner in Firm



##### e-dealing

- (a) In accordance with the Land Transfer Act 2017, the Land Transfer Regulations 2018 and the current New Zealand Law Society Property Law Section Guidelines, we have obtained satisfactory authorisation, identification, pre-validation and compliance documentation and assurances to enable Rabobank's mortgage to be registered electronically.
- (b) We are using the Authority and Instruction Form which has been approved by the New Zealand Law Society and the Registrar-General of Land and signed by the mortgagor.
- (c) We will promptly attend to registration of any mortgage of land and immediately following registration ensure that a search copy of each Record of Title evidencing registration of the mortgage is forwarded to you in accordance with the Instructions (for new mortgages, this may occur via the LINZ "notice to mortgagee" function).
- (d) References to "any mortgage" in the above clauses 7(a) – (c) include a variation of any existing Rabobank mortgage as required by the Instructions.

#### 9. Documents to be held by Rabobank

The Security Documents, any other Contract documents executed in our presence, insurance policies and this Certificate will be delivered to Rabobank in accordance with the Instructions. All Securities to be held by Rabobank are listed in Schedule One.

#### 10. Conditions Precedent

We confirm that all conditions precedent, including any specified in the Letter of Offer and the pre-settlement conditions in the Standard Loan Terms, have been satisfied or will be satisfied upon settlement.

#### 11. Settlement

It is in order for you to make the facility/ies available to the Borrower on the date detailed below or other date separately notified to you. This is to be effected by crediting this firm's trust account, details of which are:

##### Bank

##### Branch

##### Account number

##### Settlement Date

#### 12. Qualifications

Any qualifications to this Certificate are set out in Schedule Four, together with (for any such qualification(s)) explanatory advice designed to assist Rabobank in its assessment of the risk associated with proceeding to settlement notwithstanding the qualification.

##### Date

## Schedule One – Security Documents

Security(ies) to be held by Rabobank. Solicitor acting to complete as detailed in the Instructions.

Mortgage over

Mortgage is e-dealing  Yes  No

Security Agreement from

Guarantee from

Variation of Mortgage no

Other (please specify). Where a Deed of Subordination is provided, please record here and note instructions at paragraph 12 of the General Instructions to Solicitors.

If there is insufficient room, use a separate annexure.

## Schedule Two

Search on Personal Property Securities Register (only required if a new Security Agreement is being provided)

Time of search

Result of search

Name/s searched	Secured party	Collateral	PMSI	Release or undertaking held
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Time of search

Result of search

Serial numbers searched	Secured party	Collateral	PMSI	Release or undertaking held
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Search on Land Online New Zealand (LINZ) register (only required if Instructions require new mortgage or variation to existing Rabobank mortgage). If there is insufficient room, use a separate annexure.**

Registered proprietor	Record of Title	Chargeholder	Instrument number	Other relevant information	Registrable release or discharge held
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**Schedule Three**

**Insurance details**

Company	Asset insured	Policy number	Sum insured	Type of cover	Expiry date
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Schedule Four**

**Qualification(s) (if any) and associated advice**

Qualification(s)	Advice
<input type="text"/>	<input type="text"/>