

Alternate Finance Ltd

Incorporating CashLoans (ChCh) 1995

Telephone (03) 379 7798
 Fax (03) 379 8964



Agreement Number

Loan and Security Deed of Agreement and Disclosure of Terms

Please read this paragraph and each following paragraph

This deed of agreement is intended to be written in plain language. There are explanations and a list of meanings in paragraphs 45,46 and 47 of the operative terms
 In paragraph 45 there is a list of meanings of words used in this agreement.
 In paragraph 46 there are explanations and examples of some things in the disclosure statement
 In paragraph 47 there is a description of how words such as "charge", "credit" and "enforce"
 These explanations are intended to help you understand what the agreement is all about

This deed is BETWEEN Alternate Finance Ltd (" the lender" or "we") AND the borrowers ("you") described below

Background:

- [A] The lender has agreed to lend to you the initial unpaid balance shown in the disclosure statement.
 - [B] You as owner of the collateral have agreed to grant a security interest in in that collateral to the lender
 - [C] You as owner of the land to be mortgaged have agreed to grant a mortgage over that land to the lender.
- You should look at paragraphs 44, 45 and 46 of the operative terms to make sure you understand the terms used here.

Obligations:

You acknowledge that you owe to the lender the initial unpaid balance set out in the disclosure statement. You promise to pay that amount and make the payments due under this agreement in the manner set out in the disclosure statement and operative terms of this agreement. You also promise to comply with (go along with, keep the rules of) the terms of this agreement.

Disclosure Statement for Consumer Credit Contracts

Statement date

Initial disclosure statement under section 17 of the Credit Contracts and Consumer Finance Act 2003 for consumer credit contracts

IMPORTANT This document sets out key information about this consumer credit contract. You should read it thoroughly. If you do not understand anything in this document you should seek independent advice.. You should keep this disclosure statement and a copy of all documents relating to this loan agreement in a safe place.

The law gives you a limited right to cancel this consumer credit agreement. (See below for further details). **Note that strict time limits apply.**

Full Name and Address of Lender.

You may send notices to the lender by: • Writing to the lender at its postal address; or • Sending a fax to lender at the fax number specified • Sending an email to the lender at the address specified	Name: Physical Address: Postal Address: Email Address: Phone Number: Fax Number:	Alternate Finance Limited 50 Sandyford Street PO Box 7130 Christchurch info@alternate.co.nz (03)3797-798 (03)3798-964
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Full Name and Address of Borrower(s)

BROWN	Christchurch	Date of Birth:	Occupation:
Phone (Home)	Phone (Cell)	Phone (Bus)	

Credit Details

Initial Unpaid Balance	
This is the amount you owe at the date of this statement (including any fees charged by the lender).	
\$2,000.00 made up of:	\$2,000.00 Advance \$.00 Broker / Dealer per your instructions \$.00 Fire Protection Cover \$ 20.00 Security Registration \$ 140.17 Payment Waiver Cover \$ 205.00 Establishment Fee
Total advances	
This is the total amount of all advances made or to be made to you. \$2,000.00	

Payments

You are required to make each payment of the amount specified and by the time specified. This assumes that the lender does not call up the loan under clause 9 of the operative terms.

Timing of payments	Number of payments 52	Amount of each payment	Total amount of payments \$2,672.61
Frequency Weekly		51 payments of 51.40	(including administration fee)
First payment		1 final payment of 51.21	
Last payment			

Interest

Annual interest rate	Total interest charges
19.92% fixed for the full term of the loan 52 Weeks	This is the total amount of the interest charges payable under the contract \$ 247.64
Method of charging interest	
Interest charges are calculated by multiplying the unpaid balance at the end of the day by a daily interest rate. The daily interest rate is calculated by dividing the annual interest rate by 365. Interest is charged to your account weekly.	

$$\text{ERC} = \text{BAL} \times \text{DIR} \times 42$$

Where BAL = Balance at full prepayment
DIR = Daily Interest Rate less 2% per annum
ERC = early repayment charge

Administrative Costs/fees \$65.00 and reimbursement for any actual security release fees

RIGHT TO CANCEL

You are entitled to cancel the consumer credit contract by giving notice to the lender.

Time limits for cancellation

*You must give notice that you intend to cancel a contract within 9 working days of the statement date on the front of this document.

Saturdays, Sundays, and national public holidays are not counted as working days.

How to cancel

To cancel you must give the lender written notice that you intend to cancel a contract by –

- * giving notice to the lender or an employee or agent of the lender; or
- * posting the notice to the lender or an agent of the lender; or
- * emailing the notice to the lender's email address or
- * sending the notice to the lender's fax number.

You must also return to the lender any advance and any other property received by you under the contract.

What you may have to pay if you cancel

If you cancel the contract the lender can charge you the amount of any reasonable expenses the lender had to pay in connection with the contract and its cancellation (including legal fees and fees for credit reports, etc).

If you cancel a contract, the lender can also charge you –

- Interest for the period from the day you received the advance until the day you repay the advance and
- If any returned property has been damaged while in your possession, the costs of repairing the damage.

WHAT TO DO IF YOU SUFFER UNFORESEEN HARDSHIP

If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, or the end of a relationship you may be able to apply to the lender a hardship variation.

To apply for a hardship variation, you need to:

- (a) make an application in writing; and
- (b) explain your reasons(s) for the application; and
- (c) request one of the following:

Credit Fees and Charges

The following credit fee(s) and charge(s) (which are not included in the initial unpaid balance) are, or may become, payable under, or in connection with the contract. Your loan agreement may allow the creditor to vary this/these fee(s) and charge(s).

- Account Administration; \$6 per month account administration fee, should the account be more than three instalments in arrears this fee will be \$25 per month
- Additional Advance; \$50.00 per additional advance made to you, each variation \$35.00, diary notes \$6.50
- Change of collateral fee \$50.00
- Fee of \$5.00 is charged to your account any time you request a statement of your account that we are not required to send you, change a Direct Debit or request a Payment book.
- A direct debit fee of .45 for Direct debit payments and \$1.00 for manual receipted payments

Administration costs and fees payable on full prepayment are disclosed under the full prepayment heading.

Continuing Disclosure

We are required to provide you with regular statements. The statements will give you information about your account. Statements will be provided each 6 months and upon request only.

What Could Happen If You Fail To Meet Your Commitments

Security interest

This is a secured loan agreement. If you fail to meet your commitments under the loan agreement then to the extent of the security interest, the lender may be entitled to repossess and sell this collateral and/or land

Description of security interest

Property which is or will be subject to a security interest

Personal Property – Collateral

All present and after-acquired personal property owned by you (However, such property does not include consumer goods which are beds and bedding, cooking equipment including cooking stoves, medical equipment, portable heaters, washing machines and refrigerators unless the lender's security interest is a purchase money security interest. Further, such property completely excludes travel documents, identification documents and bank cards)

Collateral

ONE GREAT BIG 4 wd

All normally at

Christchurch

Together with any replacements, accessions and attachments

The security interest in the collateral is as defined in section 17 of the Personal Property Securities Act 1999 and it secures payment of all the unpaid balance and performance of all your obligations under this loan agreement to the extent of the value of the collateral.

I we sell the collateral in the event of default after we repossess it, and the net proceeds are not enough to repay what you owe us (the unpaid balance), you will owe us the difference. We may recover that amount from you.

The collateral is also security for all other things you have agreed to do as well as pay. You may not give security over the collateral to anyone else and, if you do, you will be in breach of this loan agreement and we may repossess and sell the collateral.

Real Property – Land to be Mortgaged.

Land: Estate

FEE SIMPLE

Area

Legal Description

CT or Document

The security interest is an all obligations mortgage of land and it secures payment of all the unpaid balance. It also secures the performance of all your obligations under the loan agreement to the extent of the value of your interest in the land.

If we sell the land in the event of default and the net proceeds are not enough to repay what you owe us (the unpaid balance), you will owe us the difference. That further amount will include interest and costs which are payable under the loan agreement and which are incurred (arise) after the sale.

You may not give security over the land (for example grant another mortgage) to anyone else without our written consent and, if you do you will be in breach of this loan agreement and the land may be sold by the lender.

Default interest charges

In the event of a default in payment and while the default continues you must pay the default interest charges. In the event of a breach of the loan agreement or on the enforcement of the loan agreement, the default fees specified below are payable. The loan agreement may allow the creditor to vary these fees and charges.

Default interest is 27.92 % when charged on any overdue instalment or overdue amount before payment of the unpaid balance has been accelerated (called up early). Default interest is charged from the time that you fall into financial default until you are no longer in financial default. It is calculated by multiplying the overdue instalment or overdue amount by the daily default interest rate. The daily default interest rate is calculated by dividing the annual default interest rate by 365. Default interest is charged to your account each payment period.

If the lender accelerates payment of the unpaid balance or the unpaid balance falls due at the end of the loan term, and you do not pay, the default interest rate will be 27.92 per annum charged on the unpaid balance from when the unpaid balance is called up or otherwise becomes due until you repay it in full.

Default Fees:

Arrangement requested	\$6.50	Default Loading Fee	\$15.00	Property Law Notice	\$265.50
Arrears Letter	\$20.00	Dishonour Fee	\$12.00	Refund Charge	\$16.00
Broken Promise	\$15.00	Fifteen Day	\$25.00	Repossession Authority	\$45.00
Car Searches	\$14.45	Final Notice	\$30.00	Repossession Fee	COST
Cell Phone Call	\$8.60	Gone No Address	\$35.00	Repossessed Vehicle Sales Fee	\$500.00
Change of Direct Debit	\$6.50	Insurance default	\$26.00	Statement of Account After Sale	\$26.00
Caveat / Mortgage	COST	Letter Correspondence	\$10.00	Storage (daily)	\$18.00
Comment / Diary	\$6.50	Monitoring Fee	\$14.50	Text Message	\$6.50
Direct Debit Transfer	\$4.00	Phone Call	\$8.60	Variation Cost	\$18.00
		Post Possession	\$32.50		

Full Prepayment

If you pay the unpaid balance in full before the final payment is due (full prepayment), you may be required to pay a fee or charge to the creditor. You may also have to pay the creditor's administrative costs relating to the full prepayment.

The amount you may have to pay to compensate the creditor for the loss is calculated using the following formula

- * an extension of the term of the contract (which will reduce the amount of each payment due under the contract); or
- * postponement of the dates on which payments are due under the contract (specify the period for which you want this to apply); or
- * both of the above; and

(d) give the application to the lender.

Do this as soon as possible. If you leave it too long, the lender may not have to consider your application. Please note also that you may not make an application if, when you entered the consumer credit contract, the illness, injury, loss of employment, end of relationship or other reasonable cause was reasonably foreseeable to you. For example if you signed this agreement after your employer told you that you were likely to be made redundant, it would be reasonably foreseeable that you might lose your job.

DISPUTE RESOLUTION

Name of dispute resolution scheme: Insurance & Savings Ombudsman
 It is free to make a complaint to this independent dispute resolution scheme. The scheme can help you to resolve any disagreements that you have with the creditor.
 Contact details of dispute resolution scheme:
 Phone: 0800 888 202
 Website: www.iombudsman.org.nz
 Business address: PO Box 10-845, Wellington 6143

REGISTRATION ON FINANCIAL SERVICE PROVIDER REGISTER

Lender registration name: Alternate Finance Limited
 Registration number: FSP 7401

I have received a copy of this disclosure statement and the operative terms . I agree as set out in the disclosure statement and the operative terms.

Execution

Date of Signature	Dated this _____ day of (month) _____			
Borrower / Guarantor Signature	Signed by the Borrower (1) (signature) X _____	Signed by the (signature) X _____	Signed by the (signature) X _____	Signed by the (signature) X _____
Witness Signature	In the Presence of X _____ (signature of the witness)		In the Presence of X _____ (signature of the witness)	
	Name of witness Occupation Address	Lending Officer 50 Sandyford St, Christchurch	Name of witness Occupation Address	Lending Officer 50 Sandyford St, Christchurch
Creditor Signature	Signature on behalf of the Lender X _____ BROWN			

Notes

Alternate Finance Limited

AS THE SECURITY TO BE TAKEN MAY INCLUDE LAND (OWNED NOW AND/OR IN FUTURE) OR ALL PRESENT AND AFTER-ACQUIRED PERSONAL PROPERTY OR BOTH. THE LOAN APPLICANT/BORROWER IS ADVISED TO OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THE LOAN AGREEMENT.

ACKNOWLEDGEMENT AND AGREEMENT OF BORROWER(S)

Please note that this section is not the loan agreement and is merely an attempt to make sure that you understand important facts about it.

- 1 I understand that by signing the loan and security agreement I become liable for repayment of the loan in full. I must make all the payments. I have read the agreement or I have been given an opportunity to read it before signing.
2 I have been advised to consider obtaining independent legal advice as to my obligations and the lender's rights contained herein. That advice should be from a lawyer different and independent from any person advising any other borrower who receives the money who is not a borrower. I have been asked to take the time to obtain advice before signing the loan agreement.
3 I promise to the lender that I have the financial ability to pay any instalments due under the loan agreement and to make the final payment. I have thought about this carefully.
4 I acknowledge that I must pay the unpaid balance. This means the lender may claim the unpaid balance including the total amount payable from me.
5 I understand that if I provide a collateral (e.g. a car or other goods or company shares or present and future personal property) as security I could lose. That means that if I or any other borrower do not pay, that car or goods or other collateral may be
a) repossessed by the lender (if the lender does not already hold it) or
b) seized by court officers after judgement and sold to pay the debt.
6 I understand that if I provide land as security, the lender may lodge a caveat against the title to that land. That means I could not mortgage my own land unless the lender agreed. The lender may also register a mortgage and may sell that land if I or any other borrower do not pay the unpaid balance
7 I understand that I am being asked to grant a power of attorney to the lender which the lender may use to protect its rights under the agreement. That means the lender may sign in my name as if the lender was me. The lender may use that power to register a mortgage over land to itself.

Borrower

I have had time to obtain but have voluntarily chosen not to do so OR I have taken independent legal advice

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BORROWER SIGNATURE (FIRST)

BORROWER SIGNATURE (SECOND)

Summary

I understand that there are 3 documents to this loan contract.

- | | |
|--------------------|-----------------|
| 1. Loan | (document 1.01) |
| 2. Notes | (document 2.01) |
| 3. Operative Terms | (document 3.01) |

I have had the chance to read each document and obtain independent legal advice before signing.

.....
Borrowers Name (First)

.....
Date

.....
Borrowers Signature (First)

.....
Borrowers Name (Second)

.....
Date

.....
Borrowers Signature (Second)