Abcom FINANCE

Contract No:

COMMERCIAL FACILITY DETAILS

(*Version June 2024)*

The terms of this **Commercial Facility Contract** (**this contract**) are set out in these **Commercial Facility Details** (*Version June 2024*) and the **Commercial Facility Terms** (*Version July 2023*).

This contract is made between **the lender**; and **the borrowers** and **the guarantors** (if any) (both referred to as "you").

The parties agree and covenant as follows:

1. We agree to advance the **loan amount** on the terms and conditions set out in **this contract**. However, if any of our pre-drawdown requirements are not met or if our instructions to any solicitor acting for you are not met, we may choose to withdraw this offer.
2. **The guarantor** agrees to guarantee repayment of **the money secured** and to indemnify us as set out in the guarantee section below.
3. **The borrowers** and **the guarantors** agree to comply with the pre-settlement requirements and provide us with all information and documents we request to enable us to comply with the AML/CFT Laws or other legislative or regulatory requirements.

PARTIES:

Lender: Abcom Finance Limited (referred to as "**the lender**", "we" and "us")	
Financial Service Provider Registration**:** FSP35621 You may send notices by: • writing to us at our postal address; • sending an email to the address specified.	PO Box 34584 , Birkenhead, Auckland Telephone: 09 480 6398 e-mail: ben@abcomfinance.co.nz www.abcomfinance.co.nz

Borrowers: (referred to as "**the borrowers**" or as "you")	

LOAN DETAILS

Loan Amount: *made up of:*		
Available Advance		
Establishment Fee		
Adviser Fee		
Legal Fees		

Payments: You are required to make the following payments by the time specified:	
Amount of each payment:	
Frequency of payments:	
Timing of payments:	First payment is due: Last payment:

Interest: The **Annual Interest Rate** is:	**%** for the **term**.
Interest is charged on the unpaid balance of the loan 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 debited to this loan on the last day of each month.	
Term: The **term** of the loan is:	**months** from the date of advance.
Total amount of interest and payments *(These figures calculated on the assumption that the loan is advanced in one sum and all payments are made on time over the term.)*	
Interest charges over the **term**: **$**	Total amount of payments over the **term**: **$**
Default Interest: The **Annual Default Interest Rate** is **%**	
In the event of a default in payment and while the default continues you must pay default interest charges in accordance with clauses 12 and 13 of the **Commercial Facility Terms**.	
Our Fees:	

The following fees, which are not included in the Loan Amount section above, are, or may become, payable under, or in connection with **this contract**:

- **Account Administration Fee of 30.00** charged monthly and payable in accordance with the timing and frequency as set out in the Payments section of the Loan Details, above.
- **Repayment request fee of $320** – payable each time you make a repayment request to us (including in accordance with clauses 16 and 17 of the **Commercial Facility Terms**). This is for the cost of discharge and repayment administration including preparing repayment statements and instructions and authority to your or our solicitor. If our solicitor is instructed to discharge the mortgage (either at your request or because we deem it appropriate), you will pay the legal fees we incur for that discharge of mortgage.
- **Early repayment fee** - calculated as 30 days' interest at the Annual Interest Rate on the **loan amount** (as specified in the loan details section of **this contract**). If the remainder of the **term** is less than 30 days, then the early repayment fee will be divided by 30 and multiplied by the remaining number of days in the **term** remaining. This fee is charged in accordance clauses 16 and 17 of the **Commercial Facility Terms**.
- **Property visit fee of $200.00** - if we consider that it is necessary to visit you in person at your property/s in relation to any missed payment or to any other default under **this contract**.
- **Extension Fee-** calculated as 0.9% of the outstanding balance at that time and is charged if the loan is extended under Special Condition 2 below.
- **Administration fee of $175.00** (incl GST) per hour charged to your loan account after giving notice to you– we may charge you at this rate for our actual time, or our agents actual time spent in connection with:
    - any request from you to vary the Loan or security;
    - any request for our consent as mortgagee;
    - a default by you;
    - instructing and managing third parties in relation to our rights and obligations under this contract and our mortgage;
    - an inspection of the security property;
    - a physical or virtual meeting with you or your advisers as requested by you in relation to your existing or future lending;
    - the matters referred to in clause 11 of the Commercial Facility Terms.

We may to vary these fees and charges at any time in accordance with the **Commercial Facility Terms**.

GUARANTEE

The guarantor guarantees and indemnifies us for all the obligations of **the borrower** in **this contract**.

[If we require, **the guarantor** agrees to enter into a Deed of Guarantee and Indemnity in the form acceptable to us to further assure **the guarantor's** guarantee and indemnity obligations to us. To the extent that any of the **secured property** is owned by a **guarantor**, that **secured property** supports this **guarantee** and **this contract**.]

[The existing Deed of Guarantee and Indemnity given by **the guarantor** extends to all amounts due under **this contract**.]

SECURED PROPERTY

This is secured credit. You give us a security interest in the personal property and a mortgage over the real property as set out in the Secured Property Schedule to secure payment to us of **the money secured** and also to secure your performance of your obligations.

FURTHER ADVANCES

We are not obliged to make any further advances to **the borrower**. If **the borrower** requests and we agree to make any other loan advances in the future, **the borrower** will enter into another Commercial Facility Contract with us, made up of the Commercial Facility Details document and the Commercial Facility Terms. The Commercial Facility Details will set out the details of any new loan advance. We may, but are not required to, provide you with another copy of the Commercial Facility Terms. Any **security** that we take in **this contract** over the **secured property** will extend to every loan that you have with us.

SPECIAL CONDITIONS/ OTHER TERMS

1. This loan is advanced for the following purpose:_____ which is a commercial, investment or business purpose.
2. Subject to our consent and discretion you may redraw some or all of any principal prepayments you may made.
3. The **borrower** and **guarantor** covenant and warrant to the **Lender,** that:
   a. the total amounts secured by the mortgages in this Commercial Facility Contract to the following lenders are no more than:
      i. $415,000.00 to ANZ Bank (as at 10/10/2024); and
      ii. $715,000.00 to Basecorp Finance (as at 10/10/2024).
      (the **First Mortgage Amounts Secured**)
   b. they will not increase, or allow to be increased, the **First Mortgage Amounts Secured** without the **Lender's** prior written consent
4. Furthermore, in relation to the covenants and warranties at Special Condition 2, above, the borrower acknowledges:
   a. that the **Lender** has relied upon these covenants and warranties in approving this loan and making the loan advances;
   b. no other amounts are owing in priority to the **Lender's** second mortgage; and
   c. it is an event of default if the **First Mortgage Amounts Secured** increase without the **Lender**'s prior written consent.
5. [**The borrower** has entered into a Commercial Facility Contract dated [ ] with us in respect of loan number [ ]. The borrower has requested and we have agreed to provide a further advance on the terms set out in **this contract**. **This contract** is in addition to the existing Commercial Facility Contract. All security taken under that existing Commercial Facility Contract extends to and secures **this contract**.]

6. [**The borrower** has entered into a Commercial Facility Contract dated [ ] with us relating to loan number [ ]. We have agreed to roll over this loan facility on the terms set out in **this contract**. The new loan number will be [ ]. Subject to all of our requirements being met, **this contract** will replace the existing Commercial Facility Contract dated [ ] on the date of settlement.]
7. If satisfactory arrangements as to the refinance of this Loan or sale of the security property have not been made by 14 October 2019 (satisfactory to the Lender), the parties agree that the property at _____ will be publicly listed for sale within 7 days with a licensed real estate agent and that all written offers received by the mortgagor will be presented to the Lender for its review.
8. Our discretion to grant a **term extension**:
    a. **The lender** may, at its sole discretion and at any time, grant a **term extension** to **the borrower**.
    b. **The lender** will grant a **term extension** by giving notice to **the borrower,** in accordance with the requirements in clauses 50 - 55 of the **Commercial Facility Terms.**
    c. If **the lender** grants a **term extension, the borrower** will be taken to have accepted the **term extension** if it does not repay the loan on or before the **term expiry** that applied immediately before the **term extension** was granted.
    d. The parties agree that an **Extension Fee**, as detailed in the Our Fees section above, will apply to each **term extension** and will be added to **the borrower's** loan account.
    e. The parties agree that if **the lender** grants a **term extension**, an **Early Repayment Fee** will not be payable if **the borrower** repays the outstanding balance prior to the **term expiry** except where the borrower repays the outstanding balance prior to the expiry of the term as detailed in Loan Details section of the **Commercial Facility Details**.

SIGNED AND DELIVERED AS A DEED:

By signing **this contract**, you:

1. acknowledge your indebtedness to us for the **loan amount;**
2. acknowledge that you have received a copy of this document and the **Commercial Facility Terms**, you confirm that you have read this this document and **Commercial Facility Terms** and that you understand **this contract**;
3. promise to comply with all the terms and conditions of **this contract** and any **security** and if you are a **guarantor**, then you also promise to comply with **the guarantee**; and
4. pay all amounts due under **this contract** at the times required by **this contract** and any variation of it.

Date of deed: .....

Signed by the borrower **:**

Director Signature: .....

Full Name: .....

Signed by the borrower **:**

Director Signature: .....

Full Name: .....

Signed by the borrower **:**

Signature: .....

Full Name: .....

Signed by the borrower **:**

Signature: .....

Full Name: .....

Signed by the borrower **:**

Signature: .....

Full Name: .....

Signed by the borrower **:**

Signature: .....

Full Name: .....

In the presence of

Name: .....

Signature: .....

Address: .....

Occupation: .....

SECURED PROPERTY SCHEDULE

Real Property: Agreement to mortgage specific property
You (where you are a Registered Owner as set out below) grant or you have granted an all obligations mortgage on the terms set out below securing payment of all **the money secured** and performance of all your obligations under **this contract**, any **guarantee** and any **relevant agreement**, over the following **secured property**:

Address	
Record of Title:	
Legal Description:	
Owners:	
Section 92 Priority Sum:	**$750,000.00** plus interest which includes a specified principal amount of **$350,000.00** (being the initial advances secured by the mortgage).
Mortgage Memorandum:	2018/4344

Real Property: Agreement to mortgage all property
You (being **the borrower** and **the guarantor**) grant or you have granted a mortgage to us over all land you own both now and in the future securing payment of all **the money secured** and performance of all your obligations under **this contract**, any **guarantee** and any **relevant agreement**, on the following terms and conditions: a) the mortgage will be an all obligations form and will incorporate a memorandum from the ADLS Inc, as we consider appropriate, and otherwise all the covenants implied in mortgages of land by schedule 2 of the Property Law Act 2007; b) for the purposes of section 92(1) of the Property Law Act 2007, we may specify a priority figure to be included in the mortgage as the then outstanding balance plus an allowance for any estimated costs and a further $150,000.00. The priority figure will be expressed as an amount plus interest. By way of further assurance: a) you will, at our request, authorise and instruct a lawyer of our choice to register our mortgage instrument on the terms set out above; and b) you irrevocably authorise your attorney, appointed under **this contract**, to authorise and instruct a lawyer to register a mortgage on the terms set out above at any time and without the need to first request you to do so. We may lodge a caveat against any land that you own to give notice of our interest as mortgagee.

Personal Property:	
APAAP	You grant, or you have granted, to us a security interest over all present and after-acquired personal property that you own (except any consumer goods as defined in section 5 Credit Contracts and Consumer Finance Act 2003) on the terms set out in **this contract** and on the terms set out in the Memorandum of General Terms 2018/4344 which are incorporated into this **security**.