

# Solicitor's Certificate

To  Borrower

Your instructions dated

I  of

being the holder of an unrestricted practising certificate certify and undertake to you as set out below (Terms in this Certificate not otherwise defined have the meanings given to them in Rabobank's Standard Loan Terms):

## 1. Instructions

We have accepted your instructions and any subsequent written instructions to act on Rabobank's behalf. We have acted in accordance with those instructions and prudent practice in order to protect Rabobank's position.

## 2. Loan structure

The loan is structured in accordance with the Letter of Offer.

## 3. Preparation of documents

- (a) We have prepared the Security Documents as instructed and as detailed in Schedule One below, and have used any standard Rabobank forms submitted with Rabobank's instructions. Any alterations to the standard forms and any documents drafted by us have been submitted to Rabobank for approval and, where approved, have been initialled by each Relevant Party. Any agreements affecting any security have been referred to Rabobank for approval.
- (b) Where the documents include one or more Security Agreements, 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 Contract documents have been correctly executed and, to the best of our knowledge, are valid and enforceable and may be relied upon by Rabobank as security.
- (b) In the case of an incorporated Relevant Party, the constitutional documents and any applicable legislation permit the Relevant Party to enter into the transactions contemplated by the documents being signed. Appropriate certification is held 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 Party which is a trust or partnership, the trust or partnership deed permits the Relevant Party's 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 Party 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.

## 5. Searches and other interests

- (a) 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 days prior to settlement a guaranteed search of all land title(s) required by your instructions to be mortgaged to you. If settlement is not completed within 4 days of the date of that guaranteed search, we will obtain further guaranteed searches as necessary within 4 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 Rabobank's 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 of 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) Where appropriate, all consents, waivers of priority, or other third party documents required to give effect to your 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 and who is in a non-commercial relationship with the Borrower (e.g. a wife who is guaranteeing her husband) has obtained legal advice on the nature and implications of the transactions (in accordance with our 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 our 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 the Bank and the Borrower and that lawyer has confirmed the provision of that advice.

**7. Insurance**

- (a) The property specified in the Security Documents has been insured for the full insurable value (or, where appropriate, for replacement value) and your interest has been correctly noted on the relevant policies, details of which are set out in Schedule Three.
- (b) Except where the Loan Purpose is solely the purchase of a residential property, the Borrower has public liability insurance to a minimum of \$2 million.
- (c) All insurance premiums relating to the insurance policies referred to above have been paid up to the expiry date.

**8. Disclosure under the Credit Contracts and Consumer Finance Act 2003**

Where applicable, disclosure has been made pursuant to the Credit Contracts and Consumer Finance Act 2003 to all parties to whom disclosure is required to be made by that Act and in the manner required by that Act.

Signature of Partner in Firm

**9. 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).

**e-dealing**

In accordance with the Land Transfer Act 2017, the Land Transfer Regulations 2018 and the current New Zealand Law Society Property Transactions and E-dealing Guidelines, we have obtained satisfactory authorisation, identification, pre-validation and compliance documentation and assurances to enable Rabobank’s mortgage to be registered electronically.

We are using the Authority and Instruction Form which has been approved by the New Zealand Law Society and the Registrar-General of Lands and signed by the mortgagor.

We will promptly attend to registration of any mortgage of land and immediately following registration forward to you a search copy of the record of title evidencing registration of the mortgage.

**10. Documents to be held by Rabobank**

The Contract documents, insurances policies and this Certificate will be delivered to Rabobank in accordance with the General Instruction to Solicitors. All documents to be held by Rabobank are listed in Schedule One and Schedule Three.

**11. Settlement**

It is in order for you to make the facility available to the Borrower. This is to be effected by crediting this firm’s trust account, details of which are:

Bank

Branch

Account number

**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

Documents to be held by Rabobank (Solicitor acting to complete as detailed in our instruction letter).

Mortgage over

Mortgage is e-dealing  Yes  No

Security Agreement from

Guarantee from

Variation of Mortgage no

Authority to Enter/Deed of Waiver from

Other (please specify)

If there is insufficient room, use a separate annexure.

## Schedule Two

### Search on Personal Property Securities Register

Time of search

Result of search

Name/s searched	Secured party	Collateral	PMSI	Release or undertaking held
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" 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 other relevant registers (including land registry)

Registrable release or discharge held

Register	Chargeholder	Registered number	Date of security	Amount secured	Charged property	
<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<input type="text"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No					
<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"/>					

### Schedule Four

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

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