



Debtor's Certificate (Individual)

**To: Westpac New Zealand Limited, company number 1073882, and
Westpac Banking Corporation ABN 33 007 457 141, incorporated in Australia**

I/We _____, certify, in respect of the [General/Specific] Security Agreement ("Agreement") for which [I am/we are] a Debtor, that:

1. The Debtor details and Secured Property details and the description of the Secured Property in the annexures **attached** to the Agreement are correct. I/We acknowledge that the Secured Parties will be relying on this information in preparing and registering a financing statement on the Personal Property Securities Register.
2. I/We have not granted a Security Interest to any person over the Secured Property other than has been agreed to in writing by the Secured Parties.
3. I am/We are aware that the Agreement prohibits the creation or subsistence of any Charge over the Secured Property other than:
 - the Charge created by the Agreement or any other document or agreement created or entered into as security or support for the money secured by the Agreement; and
 - a lien arising only by operation of law in the ordinary course of business; and, in addition, if the Agreement is a General Security Agreement:
 - a security interest over assets securing all or part of the purchase price of those assets created in the ordinary course of business, where the amount secured is paid within 90 days; and
 - a security interest within the meaning of section 17(1)(b) of the Personal Property Securities Act 1999 (other than as constituted by a transfer of an account receivable, as defined in that Act) except to the extent that the relevant transfer, lease or consignment secures payment or performance of an obligation.

I/We understand and confirm that any breach of this undertaking would be an Event of Default under the Secured Parties facilities and/or the Agreement.

Capitalised terms used in this certificate have the meanings set out in the Agreement.

Dated DD / MM / YYYY _____

Signature _____

Signature _____



Specific Security Agreement

Debtor (the "Debtor")

If Company

name of company: _____

incorporation number: _____

name and address of person acting on behalf of company: _____

You must advise the Secured Parties of any change of name of the company.

If individual/s

full name: FIRST NAME MIDDLE NAME(S), IF ANY SURNAME

date of birth: DD / MM / YYYY

address: _____

full name: FIRST NAME MIDDLE NAME(S), IF ANY SURNAME

date of birth: DD / MM / YYYY

address: _____

(The name of each individual must be the Debtor's current name as it appears on an official document such as a birth certificate, passport or driver's licence)

You must advise the Secured Parties of any change of name.

If Organisation

(including partnerships and trusts)

name of organisation: _____

Type of organisation:

- incorporated society
- incorporated charitable trust board
- industrial and provident society
- building society
- partnership
- friendly society or credit union
- trust
- other specify: _____

If the organisation is a trust or partnership, insert "name of organisation" the name of the trust or partnership and the full names of the trustees of the trust or partners of the partnership.

if incorporated, incorporation number: (NOT REQUIRED FOR PARTNERSHIPS AND TRUSTS) _____

name and address of person acting on behalf of organisation: _____

You must advise the Secured Parties of any change of name of the organisation.

Secured Parties

Westpac New Zealand Limited, company number 1763882 ("Westpac NZ") and Westpac Banking Corporation ABN 33 007 457 141 incorporated in Australia.

Operative Clauses

Security Interest and charge

- a. The Debtor:
 - grants to Westpac NZ, for the benefit of the Secured Parties, a Security Interest in all of its Personal Property described in the Annexures; and
 - charges to Westpac NZ, for the benefit of the Secured Parties, all of its Non-Personal Property described in the Annexures.
- b. The Security Interest and the charge created by this deed each secure the due and punctual payment of the Secured Money and the performance by the Debtor of its obligations under this deed.

Priority

The Security Interest and the charge created by this deed are each first-ranking Charges except where the Secured Parties otherwise consent.

Other terms

The Debtor further agrees with the Secured Parties as set out in the Specific Security Agreement Terms and Conditions (SSA – 72136WT-2 05-15).

This deed is dated the _____ day of _____



Signature Section

Where the Debtor is one or more individuals then the signature of each individual must be witnessed:

Signed as a deed by the Debtor:

Signed in my presence:

Signature

Signature
of Witness

Print
Name

Print
Name

Occupation

Address

Signature

Signature
of Witness

Print
Name

Print
Name

Occupation

Address

Where the Debtor is a Company then execution should be by two directors or if there is only one director then that director's signature must be witnessed:

Signed as a deed on behalf of the Debtor by:

Signed in my presence:

Signature
of director

Signature
of Witness

Name
of director

Print
Name

Occupation

Address

Signature
of director

Name
of director

Where the Debtor is a trust or partnership then execution should be in accordance with the trust deed or governing document:

Signed as a deed on behalf of the Debtor by:

Signed in my presence:

Signature of trustee/partner

Signature of Witness

Name of trustee/partner

Print Name

Signature of trustee/partner

Occupation

Name of trustee/partner

Address

Signature of trustee/partner

Name of trustee/partner

Where the Debtor is a Limited Partnership then execution should be by its general partner. Where the general partner is:

- an individual then the signature of the individual must be witnessed;
- a company then execution should be by two directors or if there is only one director then that director's signature must be witnessed; or
- a trust or partnership then execution should be in accordance with the trust deed or governing document.

Signed as a deed on behalf of the Debtor by its general partner:

Signed in my presence:

Name of general partner

Signature of Witness

Signature

Print Name

Print name

Occupation

Signature of director

Name of director

Signature of director

Name of director



Annexure 1 - Description of Secured Property

1. Describe Secured Property by item or kind in a way which enables identification.
2. Complete Annexure 2 for any non-inventory motor vehicles or aircraft.

Secured Property

Security Interest and charge

- a. the motor vehicles and aircraft described in Annexure 2 (if any); and
- b. all property described below,

in which the Debtor either presently has rights or which the Debtor may acquire after the date of this deed together with any Proceeds of such property:

Livestock including animals, birds, fish, shellfish:

including any progeny and unborn young of that livestock, and any wool or hair of that livestock (including once shorn) and produce from that livestock.

Crops:

including those crops once harvested.

Goods: other including motor vehicles and aircraft which are inventory, and boats:

Documents of title in respect of goods held by a bailee:

Chattel paper such as hire purchase agreements **and negotiable instruments** such as bills of exchange and letters of credit:

Investment securities

Co-Operative Dairy Company shares:

| Issuer | N° of securities | Serial or certificate number, if any | Shareholder/farm/supplier number |
|--------|------------------|--------------------------------------|----------------------------------|
| | | | |
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| | | | |

and any Rights in relation to such

Other types of securities:

| Issuer | Type of security | N° of securities | Serial or certificate number, if any | Faster Identification Number, if any |
|--------|------------------|------------------|--------------------------------------|--------------------------------------|
| | | | | |
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and any Rights in relation to such

Intangibles

Deposits and other accounts receivable:

| Obligor/deposit holder | Details of accounts receivable including accounts details, if applicable | Other details |
|------------------------|--|---------------|
| | | |
| | | |
| | | |

Other intangibles:



Annexure 2 - Serial-Numbered Goods Register

Motor Vehicles

| Make or manufacturer's name | Model | Year of manufacture | Registration number, if any | Vehicle identification number, if any | Chassis number, if any <small>(Required only if the vehicle has no vehicle identification number)</small> |
|-----------------------------|-------|---------------------|-----------------------------|---------------------------------------|--|
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Aircraft

| Make or manufacturer's name | Model | Year of manufacture | Aircraft class | Registration mark,* if any | Nationality mark,* if any | Serial number provided by manufacturer,* if any |
|-----------------------------|-------|---------------------|----------------|----------------------------|---------------------------|---|
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* Marks and serial number to be as they appear in the certificate of registration issued by the Director of Civil Aviation