

LOAN AGREEMENT

Statement Date: _____

We, Industrial and Commercial Bank of China (New Zealand) Limited (trading as ICBC New Zealand), having our principal place of business at Level 11, 188 Quay Street, Auckland, agree to provide the Loan to:

Borrower(s) [insert name(s) and address(es) of borrower(s). Duplicate if more than one borrower]

Full name: _____

Address: _____

Email address: _____

Important note: If you provide us with your email address above, you agree to receive notices, disclosure (including for the purposes of the Credit Contracts and Consumer Finance Act 2003) and other communications from us by email to such address

Guarantor(s) [delete if N/A]

The Loan is guaranteed by: [insert name(s) and address(es) of guarantor(s). Duplicate if more than one guarantor]

Full Name: _____

Address: _____

Email address: _____

Important note: If you provide us with your email address above, you agree to receive notices, disclosure (including for the purposes of the Credit Contracts and Consumer Finance Act 2003) and other communications from us by email to such address

Summary

Your Loan is:

Type of loan	Amount
Home Loan	\$ _____

Fees [insert amount of each fee (for example, application fee or low equity fee) payable (but if not ascertainable, method of calculation) and when each fee is payable.]

The following credit fees and charges are included in your Loan:

Type of fee	Amount	Payment Date
_____	\$ _____	_____
_____	\$ _____	_____



The following credit and default fees (which are not included in your Loan) are, or may become, payable under, or in connection with, your Loan:

Type of fee	Amount	Payment Date
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

Other fees and charges may also apply to particular services, including in relation to any securities given to us. We will advise you of what fees and charges will apply to those services at the time they are acquired. Further descriptions of our fees and charges that may apply to your Loan can be found in our General Loan Terms and Conditions and in our Fees and Charges Brochure.

Background

Please read this Loan Agreement carefully. To the extent applicable, it contains key information about your Loan disclosed in accordance with the Credit Contracts and Consumer Finance Act 2003. The disclosures contain estimates based on the interest rates specified and the assumption that all payments will be made when due. The interest rates, fees and charges (and, as a consequence, repayment amounts and other disclosures) may change after the date disclosure is made.

Our Home Loan General Terms and Conditions ("**General Loan Terms and Conditions**") and the Fees and Charges Brochure (as defined in the General Loan Terms and Conditions) ("**Fees and Charges Brochure**") apply to your Loan. A copy of each of the General Loan Terms and Conditions and the Fees and Charges Brochure is enclosed and is also available from any Industrial and Commercial Bank of China (New Zealand) Limited ("**we**", "**us**" or "**our**") branch or on our website www.icbcnz.com.

[Please note that copies of the Loan Agreement, General Loan Terms and Conditions, Fees & Charges must be disclosed to the Borrower and each Guarantor before the Loan Agreement is entered into or any guarantee is provided. If any: (i) insurance over secured property, (ii) insurance that provides cover for shortfall in the event of total/substantial destruction of a secured property; or (iii) mortgage/income protection insurance, is arranged by ICBCNZ, then copies of the insurance T&Cs must also be provided to each insured person before the insurance is arranged. Please note that "arranged" for the purposes of disclosure under the CCCFA includes the circumstance where ICBCNZ receives a commission in relation to the insurance.]

Throughout this Loan Agreement you will see capitalised words. These words have a specific meaning and are set out in the General Loan Terms and Conditions.

Time limits

Please sign and return this Loan Agreement to us as soon as possible. If you do not sign and return this Loan Agreement to us within 10 Business Days of the Statement Date specified above, then we have no obligation to lend you any money.

If the first advance under your Loan is not made **[by [insert date]] / [within 90 days of the date of the letter of offer relating to this Loan Agreement]]**, then we have no obligation to lend you any money.

Loan details

The Portions that make up your Loan are set out below: **[Please refer to the Component Tables guide]**

[Insert Component Table(s) here. Please amend all references to Interest Rates as at the date of the letter of offer to refer to the 'Statement Date of your Loan' and confirm that all Interest Rates are still current]

Industrial and Commercial Bank of China (New Zealand) Limited
Level 11, 188 Quay Street, Auckland CBD,
PO Box 106656, Auckland 1143, New Zealand
Email: info@nz.icbc.com.cn | Tel: +64 93747288 | Fax: +64 93747287

Branch:
Ground Floor, 2 Queen Street, Auckland CBD
PO Box 106656, Auckland 1143, New Zealand
Tel: +64 93747266

\$<Loan Amount> fixed Interest Rate [and Interest-only Period] <i>[Please delete as appropriate]</i> for <x> <months/years>	
Portion type:	Fixed Interest Rate for a Fixed Rate Period [and an Interest-only Period] <i>[Please delete as appropriate]</i> of <x> <months/years>.
Loan Amount:	<\$amount>. This is the total amount you may borrow under this Portion of your Loan.
Initial unpaid balance:	Nil (as at the [date of the letter of offer relating to your Loan Agreement/Statement Date of your Loan Agreement] <i>[Please select as appropriate depending on whether Component Table is inserted in the Letter of Offer or the Loan Agreement]</i>).
Subsequent advances:	This Portion is to be borrowed in one lump sum. It cannot be drawn down progressively.
Fixed Rate Period [and Interest-only Period] <i>[Please delete if Interest-only Period is not offered]</i>:	Initial fixed term of <x> <months/years>. <i>[This is also the interest-only term.] <i>[Please delete if Interest-only Period is not offered]</i></i>
Annual Interest Rate:	<p><xx.xx% per annum> per annum fixed. (Base rate<xx>% per annum and a margin of <xx>% per annum).</p> <p>This fixed Interest Rate will apply to this Portion of your Loan for the Fixed Rate Period, provided you borrow it <i>[by [insert date]] / [within 90 days of the date of the letter of offer relating to your Loan Agreement]</i>. This Portion will otherwise be subject to our prevailing fixed Interest Rate (which may be higher or lower than the interest rate specified here) for the Fixed Rate Period on the day you borrow it.</p> <p>At the end of the Fixed Rate Period, this Portion will automatically become a variable Portion subject to our Variable Interest Rate <i>[and a [low equity] margin of <xx>% per annum]</i> for the rest of the Term, unless you request otherwise in accordance with our General Loan Terms and Conditions. At the [date of the letter of offer relating to your Loan Agreement / Statement Date of your Loan Agreement] <i>[Please select as appropriate depending on whether Component Table is inserted in the Letter of Offer or the Loan Agreement]</i>, that rate is <xx.xx>% per annum variable.</p>
Repayment type:	<p><i>[Principal and interest.] <i>[Please select if Interest-only Period is not offered]</i></i></p> <p><i>[Interest only payments during the Interest-only Period, then principal and interest payments for the remainder of the Term.] <i>[Please select if Interest-only Period is offered]</i></i></p>
Payment Amounts and Payment Dates:	<p><i>[Based on a fixed Interest Rate of <xx.xx per annum>% per annum, you will make [insert number of payments] <weekly/fortnightly/monthly> regular payments of \$<amount>, commencing one <week/fortnight/month> after this Portion of your Loan is first borrowed until the end of the Fixed Rate Period.] <i>[Please select if Interest-only Period is not offered]</i></i></p> <p><i>[Based on a fixed Interest Rate of <xx.xx per annum>% per annum, you will first make [insert number of payments] <weekly/fortnightly/monthly> regular payments of a minimum interest of</i></p>

	<p>\$<amount>(amount calculated may increase or decrease depending on the number of days for that month), commencing one <week/fortnight/month> after this Portion of your Loan is first borrowed until the end of the Interest-only Period.] [Please select if Interest-only Period is being offered]</p> <p>At the end of the [Fixed Rate Period / Interest-only Period] [Please select 'Interest-only Period' if interest-only is being offered], based on a Variable Interest Rate of <xx.xx% per annum> [and a [low equity] margin of <xx>% per annum], you will make [insert number of payments] <weekly/fortnightly/monthly> regular payments of \$<amount>, commencing one <week/fortnight/month> after the end of the [Fixed Rate Period / Interest-only Period] [Please select 'Interest-only Period' if interest-only is being offered] until the end of the Term.</p> <p>Your payments on the relevant Payment Dates will be debited from your Specified Account.</p>
<p>Term:</p>	<p>The Term of this Portion is <x> <months/years> from the first date on which we lend you money under this Portion.</p>
<p>Termination Date:</p>	<p><xx> (being the final date upon which you may borrow this Portion of your Loan).</p>

SAMPLE DOCUMENT

Specified Account

- **[insert specified account number held in the name of the customer]**

Total Loan Amounts, interest and repayments

- Total Loan Amounts: \$ _____
- Total interest charges: \$ _____
- Total repayments: \$ _____

The total interest charges and total repayments exclude any Construction Amount which may be drawn by way of progressive payments as total interest charges and repayments cannot be calculated where the advance dates are unknown.

If the Loan contains an Offset Portion, then the total interest charges set out above do not take into account any credit balances in your Specified Account as the credit balances in your Specified Account may fluctuate from time to time.

The total interest charges and total repayments are indicative figures only.

Security **[delete if no security or guarantee is being taken]**

This Loan is secured credit. By signing this Loan Agreement, you and/or each owner of the relevant property set out below agree(s) to grant us security over the relevant property to us (each such property being referred to in this Loan Agreement as a "Secured Property").

Mortgage

Address:	
Description of Interest (for example, fee simple, leasehold or unit title):	
Computer Register Identifier(s):	
Mortgagor(s) (Owner):	

Other security **[delete if N/A. Consumer goods (being goods that are used or acquired for use primarily for personal, domestic or household purposes) subject to security interest must be specifically identified by item. It is not sufficient to merely describe the goods by kind. In addition, ICBCNZ is prohibited under section 83ZN of the CCCFA to take security over certain 'essential' consumer goods, unless the relevant security is a purchase money security interest.]**

Asset	Owner	Description of Security

Amount secured by each Security:

Each mortgage and each other security set out above secures the total amount of money you owe to us under your Loan (including principal, interest, fees and costs) and other loans or facilities you get from us from time to time (including existing loans and facilities).

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We will continue to hold any security we have until you have repaid all amounts owing to us.

Security Condition:

Except where we have previously given our written consent to you or as required by law, we require each Secured Property to have clear title and to be free from mortgages, charges and all other encumbrances other than the security provided to us.

What could happen if there is a breach of the Security Condition:

If, in breach of the Security Condition, any other security, mortgage, charge or encumbrance exists over a Secured Property, then we may require you to repay any money you owe us earlier than the originally scheduled payment date or on demand and we may cancel the Loan (or any undrawn portion of your Loan).

We may also repossess and sell the Secured Property. If we sell any Secured Property and the amount we recover is less than the amount you owe us, then you will still be responsible for paying the amount of any shortfall to us.

What happens if you fail to comply with the terms of your Loan Documents:

If you do not pay any amount owing to us when it falls due or do not comply with any other terms of your Loan Documents, then we may require you to repay your Loan earlier than the originally scheduled payment date or on demand and we may cancel the Loan (or any undrawn portion of your Loan) and we may repossess and sell the Secured Property.

If we sell any Secured Property and the amount we recover is less than the amount you owe us, then you will still be responsible for paying the amount of any shortfall to us.

Method of charging interest

Interest is calculated at the end of each day by applying the daily interest rate (which is the relevant Interest Rate (including any low equity margin, if applicable) divided by 365) to the daily balance outstanding of your Loan (or each Portion of your Loan, as the case may be). Interest will be charged from the day you first borrow money under your Loan (or each Portion of your Loan, as the case may be) until fully repaid.

Interest will be debited from your Specified Account on the relevant Payment Dates. However, when you repay your Loan in full, interest will be charged up to but excluding the day that the payment is credited to your Specified Account.

If you have an Offset Portion, any credit balances in your Specified Account will be taken into account for interest calculation purposes, and the amount of interest you will be charged on the Offset Portion will be calculated on the Portion by reference to the difference between that Portion and the credit balances in your Specified Account, and accordingly the amount of such interest charges will be less than the amount which would have been charged if you had not had an Offset Portion.

If the credit balance in your Specified Account is greater than the principal amount owing on your Offset Portion on any day, then no interest will accrue on your Offset Portion for that day. You may still be entitled to credit interest in respect of the credit balance of your Specified Account, but only where, and to the extent that, the total credit balance of your Specified Account exceeds the total balance of the Offset Portion of your Home Loan.

If the credit balance in your Specified Account is less than the principal amount owing on your Offset Portion on any day, no interest will be paid on any credit balance in your Specified Account.

Other Charges

Please refer to the enclosed Fees and Charges Brochure for the fees payable under or in connection with your Loan. In addition to those fees, if we incur any costs (which have a specific meaning – see clause 2.1 of the General Loan Terms and Conditions) in administering your Loan, then you must pay us the amount of those costs. If we know that we may incur any significant costs in relation to your Loan, we will use our reasonable endeavours to consult you before we incur such costs (unless incurrence of such costs is beyond our control).

Please note that all fee(s) and charge(s) may change from time to time.

Default interest

If you fail to pay any amount when it falls due under your Loan, we may charge you additional interest at the Default Rate on the overdue amount calculated daily (by applying the Default Rate divided by 365) from the date the amount was due until the date it is fully repaid. This additional interest is deducted from your Specified Account or any other account you hold with us at such intervals as we determine. We may also add any default interest that is due but unpaid to the principal amount of any portion of your Loan.

The default interest is in addition to any default fees specified under the heading 'Fees' or referred to under the heading 'Other Charges' above, which is payable by you to us in the event of a breach of this Loan Agreement or on enforcement of this Loan Agreement.

Early repayment

If you repay all or any portion of the unpaid balance of your Loan before it is due, then you may be required to pay an Early Repayment Charge to us to compensate us for any loss that we may suffer on the early repayment – please see clause 13 of the General Loan Terms and Conditions for more details. The amount you have to pay to compensate us for the loss is calculated using the formula prescribed in regulation 9 or 11 of the Credit Contracts and Consumer Finance Regulations 2004.

You may also have to pay us an early repayment administration fee relating to the early repayment.

Continuing disclosure

We will provide you with a continuing disclosure statement at least every six months.

Electronic disclosure

If you provide us with an email address, you consent to us satisfying our disclosure obligation to you under the Credit Contracts and Consumer Finance Act 2003 in electronic form and by electronic communication. You agree that electronic disclosure may involve us sending to an email address specified by you for disclosure purposes an electronic communication advising that a disclosure statement is available for accessing through our website, www.icbcnz.com.

Right to cancel

You are entitled to cancel this Loan Agreement by giving notice to us.

Time limits for cancellation:

You must give us notice that you intend to cancel this Loan Agreement within 5 working days of the Statement Date set out on the front of this Loan Agreement. **[delete if disclosure is not made in person on the Statement Date set out on the front page of the Loan Agreement]**

You must give us notice that you intend to cancel this Loan Agreement within **[5/7/9]** **[select: (i) 5 working days, if document is handed in person, (ii) 7 working days, if document is emailed to the customer, and (iii) 9 working days, if the document is posted to the borrower]** working days of **[]** **[specify the date the Loan Agreement is: (i) provided (in person), (ii) emailed, or (iii) posted to the borrower, as applicable]**

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

How to cancel:

To cancel, you must give us written notice that you intend to cancel this Loan Agreement by:

- giving notice to us or our employee or our appointed agent (if applicable); or
- posting the notice to us at our address set out in clause 23 of the General Loan Terms and Conditions or our appointed agent (if applicable); or
- emailing the notice to our email address set out clause 23 of the General Loan Terms and Conditions.

You must also return to us any advance and any other property received by you under this Loan Agreement.

What you may have to pay if you cancel:

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

If you cancel the Loan Agreement, we can also charge you interest for the period from the day you received the advance until the day you repay the advance.

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, the end of a relationship, or other reasonable cause, you may be able to apply to us for a hardship variation.

To apply for a hardship variation, you need to:

- make an application in writing; and
- explain your reason(s) for the application; and
- request one of the following:
 - an extension of the Term of your Loan (or a Portion of your Loan) which will reduce the amount of each relevant payment due under your Loan (or the relevant Portion, as the case may be); or
 - a postponement of the dates on which payments are due under your Loan (or a Portion of your Loan) (please specify the period for which you want this to apply); or
 - both of the above; and
- give the application to us in accordance with clause 23 of the General Loan Terms and Conditions.

Please refer to clause 10 of the General Loan Terms and Conditions for further information on your entitlement to request for a hardship variation to your Loan.

Please do this as soon as possible. If you leave it for too long, we may not have to consider your application.

Dispute Resolution

ICBCNZ is required to be a member of an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. ICBCNZ has joined the Banking Ombudsman.

In the event that you have any problems with us, please contact your branch manager and we will do our best to help. You may also make a complaint to our dispute resolution scheme at any time:

- By post to:
Banking Ombudsman
Freepost 218002
Featherston Street
Wellington 6146
- By email to: help@bankomb.org.nz
- By freephone to:

0800 805 950
00649 915 0400 (if calling from overseas)

This scheme can help you to resolve any disagreements you may have with us.

Registration on Financial Service Providers Register

ICBCNZ is a registered financial service provider on the register of financial service providers under the following details:

Registration Name: Industrial and Commercial Bank of China (New Zealand) Limited
Registration number: FSP331166

Insurance requirements

If you have a Home Loan, house insurance is required (unless the land has no building on it).

Mortgage redemption insurance is required. **[delete if N/A]**

Builders' risk insurance is required. **[delete if N/A]**

Please see clause 5 of the General Loan Terms and Conditions for more information about insurance.

General conditions

The borrower(s) acknowledged and agreed that sufficient provision/payment plan to be in place to ensure no overdue payments/arrears on rates that are due to Local Council and/or any Regional Authority.

The borrower(s) acknowledged and agreed that the source of all deposits (if applicable) and funds servicing the loan will satisfy ICBC (NZ) AML requirements, including but not limited to: 1) funds for repayment will be from the original funds and assets declared on the loan application; 2) use a local bank account to service the loan, provided that the funds in the local bank account was originated from the funds and assets declared to obtained the loan; 3) Satisfactory evidence to be provided to ICBC (NZ) upon request.

The borrower(s) acknowledged and agreed that the owner occupied property mortgaged to ICBCNZ after settlement shall only be occupied by the borrower(s) and/or spouse, civil union partner or de facto partner as a primary residence. Any investment activities (i.e. Occupiers other than the legal owner(s) including letting) will not be undertaken without ICBC (NZ) consent.

If the property(ies) will be rented out or tenanted for investment purpose, the proprietor(s) have to ensure the property meets the Residential Tenancy Act requirements.

Special conditions *[insert any special conditions or delete this section if N/A]*

[Please refer to any additional conditions set out in the Borrower's letter of offer or seek further legal advice for drafting appropriate conditions.]

Post settlement conditions *[insert any post settlement conditions or delete this section if N/A]*

[Please refer to any post settlement conditions set out in the Borrower's letter of offer or seek further legal advice for drafting appropriate conditions.]

Standard funding conditions

Before you can draw your Loan:

- we must have received signed originals or copies of this Loan Agreement, any Mortgage, any other Security (including any guarantee);
- you must provide confirmation that all insurance requirements under this Loan Agreement and any Mortgage or other Security have been put in place; and
- you and/or your solicitor must meet any conditions precedent to settlement requested by us prior to settlement.

Term Deposit Special Condition *[delete if N/A]*

If Term Deposit is required as part of a special condition, you agree to establish and maintain a term deposit equivalent to the sum of **[x]** months of principal and interest repayments being **[insert amount]** (the "Term Deposit") to be held with us until you have unconditionally and irrevocably paid to us all Amounts Owing. The Term Deposit is to be established with us before the first advance under your Loan is made and until the Term Deposit is established we have no obligation to lend you any money.

You acknowledge and agree that until you have unconditionally and irrevocably paid to us all Amounts Owing:

- a) you are not entitled to withdraw and we are not required to pay the Term Deposit (or any part thereof) to you or anyone else, however interest accruing on the Term Deposit will be available to be withdrawn on your instructions to us;
- b) we can, at any time and without notice, set off the Term Deposit (or any part thereof) against any Amounts Owed that are not paid by you when due;
- c) if we exercise our right of set-off described in clause (b) above you will, within five (5) Business Days' notice from us to you, pay to the Term Deposit account such funds as are required to restore the balance of the term deposit account to the sum equivalent to [x] months of principal and interest repayments being [insert amount];
- d) if you fail to restore the balance of the Term Deposit as required by clause (c) above it shall be deemed an event of default pursuant to clause 14 of the General Loan Terms and Conditions and we may exercise our rights as set out in clause 14 of the General Loan Terms and Conditions.

Service on Borrower(s) and any guarantor outside New Zealand

Please advise us if you live outside New Zealand or are not entitled to be permanently resident in New Zealand.

If you are located outside New Zealand, any document or notice in connection with this Loan Agreement and security may be served on you by delivering it to your agent who is authorised to receive such documents or notices and who has been notified to us or, if no such agent has been notified, any document or notice in relation to proceedings under or in connection with this Loan Agreement may be served on you by delivering it to any other of your addresses for service in New Zealand as notified in writing to us. Please advise us if you live outside New Zealand or are not entitled to be permanently resident in New Zealand.

For the purposes of section 355(1) of the Property Law Act 2007 (the "PLA") [insert name of the agent in NZ - solicitor] [address of agent] is my/[our] agent in New Zealand and is irrevocably authorised to accept service of documents to which section 352 of the PLA applies.

Executed as a deed

Dated: _____

Signed by the Borrower(s)

Individual - where the Borrower is one or more individuals then the signature of each individual must be witnessed

Signed as a deed by the Borrower:	Signed in my presence:
_____ Signature	_____ Signature of Witness
_____ Name	_____ Print Name
	_____ Occupation
	_____ Address
Signed as a deed by the Borrower:	Signed in my presence:
_____ Signature	_____ Signature of Witness
_____ Name	_____ Print Name
	_____ Occupation
	_____ Address

Company - where the Borrower is a company then execution should be by two directors. If there is only one director then that director's signature must be witnessed

Signed as a deed on behalf of the Borrower by:	Signed in my presence:
_____ Signature of director	_____ Signature of Witness
_____ Name	_____ Print Name
_____ Signature of director	_____ Occupation
_____ Name	_____ Address



Trust/Partnership - where the Borrower is a trust or partnership then execution should be in accordance with the trust deed or governing document. Generally all trustees/partners must sign and each of their signatures must be witnessed

Signed as a deed on behalf of the Borrower 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	

SAMPLE DOCUMENT

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Signed by the Guarantor(s) [delete if N/A]

The Guarantor(s) acknowledge and agree that any guarantee provided by the Guarantor(s) of the obligations of the Borrower(s) (whether provided before or after the date of this Loan Agreement) extends to the obligations of the Borrower(s) under this Loan Agreement.

Individual - where the Guarantor is one or more individuals then the signature of each individual must be witnessed

Signed as a deed by the Guarantor:	Signed in my presence:
Signature	Signature of Witness
Name	Print Name
	Occupation
	Address

Signed as a deed by the Guarantor:	Signed in my presence:
Signature	Signature of Witness
Name	Print Name
	Occupation
	Address

Company - where the Guarantor is a company then execution should be by two directors. If there is only one director then that director's signature must be witnessed

Signed as a deed on behalf of the Guarantor by:	Signed in my presence:
Signature of director	Signature of Witness
Name	Print Name
Signature of director	Occupation
Name	Address

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Signed as a deed on behalf of the Guarantor 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	

Signed by Industrial and Commercial Bank of China (New Zealand) Limited

Signed as a deed on behalf of Industrial and Commercial Bank of China (New Zealand) Limited by:	Signed in my presence:
Signature of authorised signatory	Signature of Witness
Name of authorised signatory	Print Name
Signature of authorised signatory	Occupation
Name of authorised signatory	Address

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