



10054831987

LICENCE TO OCCUPY

UNIT #?

AT

ALPINE VIEW VILLAGE

OCCUPATION RIGHT AGREEMENT

CAVELL LEITCH PRINGLE & BOYLE
SOLICITORS
CHRISTCHURCH

CMO-606428-6-3-V1

TABLE OF CONTENTS

PART I

1. INTRODUCTION	4
2. EXECUTION.....	4

PART II

1. OCCUPATION RIGHT.....	8
2. COMMENCEMENT AND TERMINATION OF THE OCCUPATION RIGHT.....	8
3. RIGHTS OF CANCELLATION – RECONSIDERATION PERIOD	8
4. PAYMENTS - RESIDENT’S OBLIGATIONS	9
5. PRIVACY AUTHORISATION	10
6. REPRESENTATIONS	10
7. RESIDENT’S COVENANTS	11
8. OBLIGATIONS OF THE OPERATOR.....	13
GENERAL – OPERATION OF THE VILLAGE.....	13
9. MUTUAL COVENANTS	16
10. CONSULTATION AND NOTIFICATION.....	17
11. CODE OF PRACTICE	18
12. DISPUTE RESOLUTION, COMPLAINTS FACILITY.....	18
13. TERMINATION.....	18
14. DAMAGE OR DESTRUCTION OF UNIT.....	21
15. NOTICES.....	21
16. TRANSFER BY RESIDENT TO OTHER UNIT	22
17. TRANSITION TO REST HOME.....	22
18. FURTHER DEVELOPMENT.....	22
19. DEFAULT INTEREST	22
20. STATUTORY SUPERVISOR.....	23
21. COSTS	23
22. ASSIGNMENT BY OPERATOR : SALE OF OPERATOR’S INTEREST IN THE VILLAGE	23

23. UNIT TITLE: 10 ALPINE VIEW LANE..... 23

PART I – INTRODUCTION AND EXECUTION

1. INTRODUCTION

- 1.1. Alpine View Village (the "Village") is located at 10 Alpine View Lane, Burwood, Christchurch and is owned by the O'Dowd Bryenton Partnership (the "Operator").
- 1.2. The Resident has applied to become a Resident of the Village and the Unit (as defined herein) and the Operator has accepted the Resident's application.
- 1.3. This Agreement sets out the terms and conditions that apply to the Resident's Occupation Right (as defined herein), including the Operator's obligations to the Resident, and the Resident's obligations to the Operator.
- 1.4. The Resident confirms that the Resident has received a copy of:
 - 1.4.1. The Disclosure Statement;
 - 1.4.2. The Code of Residents' Rights;
 - 1.4.3. The Code of Practice; and
 - 1.4.4. This Agreement.
- 1.5. The Resident confirms that the Resident has received independent legal advice before signing this Agreement, as certified in the attached certification.

2. EXECUTION

SIGNED BY THE OPERATOR

Executed by)
 O'DOWD BRYENTON PARTNERSHIP)
 By its partners)
 in the presence of:)

Resident 1:

Resident 2:

SIGNED BY THE RESIDENT

Signature of Resident: _____

Name of Resident: _____

in the presence of: _____

Witness: _____

Occupation: Barrister/Solicitor

Address: _____

CERTIFICATE BY LAWYER ADVISING CLIENT

Section 27(5), Retirement Villages Act 2003

Name of Village: Alpine View Village

Registration number of village: _____

I, _____, certify that –

1. I explained to _____ the general effect of the attached agreement and its implications before he/she/they signed the agreement; and
2. I gave the explanation in a matter and in language that was appropriate to the age and understanding of _____.

DATED this _____ day of _____ 2007

SIGNED by _____)
_____)

Street address of Law Firm: _____

Address of Law Firm: _____

Email address of Lawyer: _____

Telephone number of Lawyer: _____

PART II – AGREEMENT

THIS AGREEMENT is dated the _____ day of _____ 2007

BETWEEN **JEREMY O'DOWD, SIMON JOHN O'DOWD and KENNETH ROSS BRYENTON** (together the O'Dowd Bryenton Partnership) at Christchurch (together with their successors and assigns referred to as the "Operator")

AND _____ of Christchurch, Retired (jointly and severally together with his, her or their executors and administrators together with the survivor of them referred to as the "Resident")

RECITALS

- (a) The Operator has established a retirement village complex known as Alpine View Village at the property located at 10 Alpine View Lane, Burwood, Christchurch (the "Village").
- (b) The Resident has applied to the Operator to occupy a villa unit at the Village:
(herein referred to as the "Unit").

The Operator has agreed to issue to the Resident a licence to occupy the Unit pursuant to this Agreement.

AGREEMENT**DEFINITIONS**

Margin headings are for convenience only and are not intended to form part of this Agreement.

In this Agreement where the context so admits:

- (a) Words implying the masculine gender shall include the feminine.
- (b) Words implying the singular number shall include the plural and vice versa.

Throughout this Agreement, the following terms shall have the given full meanings:

"Act" means the Retirement Villages Act 2003 (as amended, updated or replaced);

"Agreement" or **"this Licence to Occupy"** or **"Occupation Right Agreement"** means this Agreement;

"Application Form" means the application form provided by the Resident to the Operator prior to execution of this Agreement;

"Care Services" means the care services set out in Schedule 2, subject to change in

accordance with this Agreement;

"Code of Practice" means the code of practice which is applicable from time to time pursuant to the Act;

"Code of Residents' Rights" means the code of residents' rights which is applicable from time to time pursuant to the Retirement Villages Act, and which at the date of this Agreement is set out in Schedule 3;

"Community Facilities" means those common areas and community facilities of the Village provided by the Operator from time to time;

"Deed of Supervision" means the Deed of Supervision between the Operator and the Statutory Supervisor as amended from time to time and including any replacement Deed;

"Disclosure Statement" means the written document titled the "disclosure statement" containing information about this Village, in accordance with the Retirement Villages Act;

"Operator's Chattels" means the chattels belonging to the Operator; as set out in Schedule 4;

"Occupation Right" means the licence to occupy the Unit granted pursuant to this Agreement;

"Registrar" means the registrar of Retirement Villages appointed under section 87 of the Retirement Villages Act;

"Resident's Chattels" means any personal items installed in the Unit by the Resident;

"Retirement Commissioner" means the Retirement Commissioner appointed under the New Zealand Superannuation and Retirement Income Act 2001;

"Retirement Villages Act" means the Retirement Villages Act 2003 as updated, amended or replaced from time to time;

"Rules" means the Operator's rules for the Village, which are subject to change in accordance with this Agreement, and which, as at the date of this Agreement are set out in Schedule 4.

"Statutory Supervisor" means Covenant Trustee Company Limited, or any successor or replacement;

"Working Day" means any day of the week other than:

- (a) Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day; and
- (b) A day in the period commencing with 25 December in a year and ending on 2 January in the following year, and
- (c) If 1 January falls on a Friday, the following Monday; and
- (d) If 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday:

1. OCCUPATION RIGHT

- 1.1. The Occupation Right granted to the Resident by this Agreement is a licence to occupy the Unit.
- 1.2. The Resident shall upon paying the payments required under clause 4.1 and paying the Service Fees required under Clause 4.2 and duly and punctually observing the covenants, obligations and provisions in this Agreement on the part of the Resident to be observed and performed, be entitled to a Licence to Occupy the Unit for the life of the Resident or, if there shall be more than one Resident signing this Agreement, the survivor of them, or until this Agreement is terminated in accordance with the provisions of this Agreement.
- 1.3. The Resident shall have the use of all Community Facilities as shall be available within the Village on the terms and conditions as set out in this Agreement.
- 1.4. The rights of the Resident pursuant to this Agreement shall be secured under the Memorandum of Encumbrance held in the name of the Statutory Supervisor on behalf of the Resident and all other occupiers of the units at the Village (the "Memorandum of Encumbrance").
- 1.5. The rights under the Agreement are not transferable.

2. COMMENCEMENT AND TERMINATION OF THE OCCUPATION RIGHT

- 2.1. The commencement date of the Resident's Occupation Right is _____ unless the Resident has previously cancelled this Agreement).
- 2.2. Occupation of the Unit by the Resident shall commence on the Commencement Date.
- 2.3. The termination date for this Occupation Right is the date the Resident's right to occupy the Unit ends, in accordance with Clause 13 of this Agreement.

3. RIGHTS OF CANCELLATION – RECONSIDERATION PERIOD

- 3.1. The Resident acknowledges that he/she/they may cancel this Agreement either:
 - 3.1.1. Without having to give any reason by notice in writing in accordance with the Act, given to the Operator not later than 15 Working Days after the Resident has signed this Agreement; or
 - 3.1.2. If this Agreement relates to a Unit to be built or under construction and to be completed at a later date and the Unit is not finished to the point of practical completion within a period of six (6) months after the proposed date of completion of the unit by notice given at any time after the expiry of the six (6) month period.
- 3.2. The notice of cancellation must be in writing and must clearly indicate the Resident's intention to cancel this Agreement. Such notice may be given by the Resident or any person authorised to act on behalf of the Resident.
- 3.3. The notice of cancellation must be given to:
 - 3.3.1. The Operator; or
 - 3.3.2. The real estate agent or other person who dealt with the Resident on the Operator's behalf when the Resident signed this Agreement (unless the Operator

has notified the Resident that such person has ceased to act on the Operator's behalf); or

3.3.3. The Operator's solicitor; or

3.3.4. Any other person who the Operator notified the Resident is authorised to receive communications on the Operator's behalf.

3.4. In the event of cancellation of this Agreement the Resident will be entitled to a refund of the Capital Sum as shown in schedule 1 (and any other payments made by the Resident for the grant of the Occupation Right). This refund will be without deduction and will include any interest earned (less resident withholding tax). The Resident is entitled to receive such refund within ten (10) working days after cancellation of this Agreement in writing.

3.5. If the Resident cancels this Agreement the Operator is entitled to reasonable compensation for services provided to the Resident under this Agreement, and for damage to any residential unit or facilities in the Village for which the Resident is responsible.

4. PAYMENTS - RESIDENT'S OBLIGATIONS

4.1. **Payment of Capital Sum** - the Resident will pay:

4.1.1. On signing an application a deposit (generally 10% of the Capital Sum, or as agreed by the Operator);

4.1.2. Prior to or on the Commencement Date, the balance of the Capital Sum as specified in Schedule 1 of this Agreement;

both upon the terms and conditions set out in this Agreement (and subject to Clause 3) and for application by the Operator in such manner as the Operator thinks fit.

4.2. **Service Fees:** The Resident shall pay to the Operator a service fee ("Service Fee"), together with fees relating to additional services (if applicable) provided to the Resident. The initial rate of the Service Fee shall be notified to the Resident upon execution of this Agreement or in the case of the additional fees, at the time that additional services are required to be provided to the Resident:

4.2.1. The **Service Fee** shall be payable calendar monthly in advance by automatic payment upon such dates as the Operator shall from time to time nominate or at such times and in such manner as the Operator shall from time to time direct. The first of such payments shall be made on the date upon which the Unit is occupied by the Resident;

4.2.2. The **Service Fee** is in respect of the provision and use of Community Facilities of the Village, and in respect of certain basic costs of operating the Village, as determined by the Operator from time to time including those matters outlined in **Schedule 5**;

4.2.3. The Service Fees may be varied by the Operator from time to time by giving to the Resident at least one calendar month's notice in writing, subject to prior consultation by the Operator with the Statutory Supervisor pursuant to the Deed of Supervision.

4.2.4. The initial Service Fee payable as at the date of this Agreement is described in Schedule 1.

- 4.2.5. The Resident shall be required to continue paying the Service Fee during the term of this Licence to Occupy and following termination the Service Fee continues to be payable until the date of settlement of a new Licence to Occupy the Unit provided however that the Service Fee shall be reduced by 50% after 6 months following termination of the Licence to Occupy. If the Village uses the Unit for its own purposes (including temporary accommodation of an independent third party) then the Resident shall not be liable to pay the Service Fee during this period.
- 4.3. **Resident Outgoings:** The Resident shall be responsible for the following in respect of the Unit which are not included in the Service Fees as outlined in clause 4.2.
- 4.3.1. The payment of all charges for the telephone in the Unit including installation, toll charges and hire charges payable in respect of the telephone;
- 4.3.2. The payment of all utility charges relating to the Resident's individual television broadcasting charges, satellite, cable TV, and charges relating to internet communications in the Unit;
- 4.3.3. The payment of all insurance premiums and other payments and for doing all things required to maintain insurance cover in respect of the Resident's Chattels;
- 4.3.4. Doctor's charges, prescription charges and other charges rendered to the Resident which are not included in the Service Fee; and
- 4.3.5. The payment for all charges for electricity and other utilities or services separately metered for the Unit.
- 4.4. **Exit payment:** On termination of this Agreement, the Resident acknowledges the deductions calculated in the manner as set out in Schedule 1.
- 4.5. **Continuing Obligations:** The Resident shall duly and promptly pay to the Operator each and every payment required to be made under this Agreement provided that, if default is made in payment of such amount for seven (7) days after the same is due, interest shall be payable on such payment from the due date as provided in Clause 19 of this Agreement.

5. PRIVACY AUTHORISATION

- 5.1. In order to check the Resident's continued suitability to occupy the Unit and for Village administration purposes, the Operator will need to collect and hold relevant personal information about the Resident and, in particular, relating to the Resident's physical and mental health.
- 5.2. The Resident hereby authorises the Operator to collect the relevant personal information about him/her/them from any relevant agencies, in particular any health agencies who possess information relating to the Resident's physical and mental health; and any agency to disclose such relevant information.
- 5.3. During normal business hours, the Resident shall have the right to access his/her/their personal information held by the Operator and to require the Operator to correct any errors in that personal information.

6. REPRESENTATIONS

- 6.1. If the Resident has supplied the Operator with reports and/or information in connection with his/ her/ their application for the Occupation Right, the Operator has agreed to enter into this

Agreement with the Resident on the basis of such reports/information.

- 6.2. The Resident warrants that all statements made by him/her/them in such reports/information are correct.
- 6.3. The Resident acknowledges that their age and health statements are the basis of this Agreement and any material omission or misrepresentation made by the Resident is a material breach of this Agreement to which clause 13.1 shall apply.

7. RESIDENT'S COVENANTS

The Resident hereby covenants and agrees:

- 7.1. To use the Unit solely for the purposes of a residence and for the Resident's personal occupation only; the rights of the Resident under this Agreement are personal to the Resident and are of a contractual nature only. This Agreement does not entitle the Resident to any proprietary interest in or charge over the properties or assets of the Operator nor does this Agreement constitute an interest in land nor a lease. The Resident is not entitled to register a caveat or otherwise encumber the underlying title to the Village;
- 7.2. Not to alter or cause or permit to be altered the Unit or any part of the Unit without the prior written consent of the Operator;
- 7.3. To have at all times consideration for other residents in the Village and not to do or permit or suffer to be done any act which may be or grow to be a nuisance or annoyance or disturbance to other residents in the Village or to the Operator and its agents;
- 7.4. To ensure care of the unit as follows:
 - 7.4.1. At all times to keep and maintain the interior of the Unit and the fixtures, fittings and apparatus and the operator's chattels contained in the Unit in a proper tidy, clean and sanitary and (where appropriate) working order and condition and at the termination of this Agreement to leave the Unit in the like repair, order and condition it was at the commencement of this Agreement (fair wear and tear and damage by fire, tempest and earthquake, inevitable accident or act of God excepted);
 - 7.4.2. The Resident shall not effect such repairs nor use the services of any tradesperson or other person to maintain or repair the Unit without the written consent of the Operator. The Operator may make arrangements for all such repairs and maintenance to be carried out and will charge the Resident accordingly unless the cost is properly payable by some other person. The costs of any internal repairs, painting or redecoration (excluding fair wear and tear) required as a result of any damage, loss or injury caused to the Unit by the Resident including negligent use or omission may be recovered by the Operator from the Resident;
 - 7.4.3. The Resident shall not bring into the Unit or the building of which the Unit forms part any unsuitable furniture, electrical or electronic equipment, liquid or other substances which may in the opinion of the Operator be injurious to the safety, health or convenience of other residents in the Village and the Operator may at any time require the Resident to remove any such furniture or equipment notwithstanding any previous approval that may have been given by the Operator;
- 7.5. Not to assign, sublet or part with possession or occupation of the Unit or any part thereof or of the Operator's fixtures and fittings;

- 7.6. Not to permit any other person or persons to reside in the Unit without the prior written consent of the Operator which consent may be granted or refused or withdrawn in the Operator's sole discretion.
- 7.7. Not to have a person stay in the Unit with the Resident as a caregiver or carer for the Resident without the prior written consent of the Operator, which consent may be granted, refused or withdrawn in the Operator's sole discretion.
- 7.8. Not to keep or permit to be kept any animal or caged bird in or about the Unit or Village without the prior written consent of the Operator which consent may be granted or refused or withdrawn in the Operator's sole discretion.
- 7.9. Not to deposit any refuse or rubbish on any part of any buildings on the land or grounds of the Village except in proper containers and in the area set aside for that purpose by the Operator.
- 7.10. To permit the Operator at all reasonable times, together with its agents servants and invitees, to enter upon the Unit for the purpose of inspecting the Unit, giving care or assistance to the Resident, or of carrying out any necessary or (in its opinion) desirable repairs or alterations but in so doing the Operator shall cause as little disturbance as possible to the Resident. Wherever practicable the Operator shall give to the Resident twenty four (24) hours prior written notice of its intention to enter upon the Unit for such repairs or alterations.
- 7.11. Not to do, permit or suffer at any time while the Resident occupies the Unit any act, matter or thing whereby any insurances in respect to the Village or to the Unit may be vitiated or rendered void or voidable or (except with the approval in writing of the Operator) whereby the rate of premium of any insurance shall be liable to be increased.
- 7.12. To keep the Operator informed of the name, address and telephone number of the Resident's legal representative or next of kin;
- 7.13. Not to smoke in any of the Community Facilities of the Village.
- 7.14. To agree and abide by the Rules (if any) and such other rules or regulations as may from time to time be adopted or established by the Operator for the good management of the Village or as required by the Act or any legislation (including without limitation the Body Corporate Rules in respect to unit title DP 71935) and to agree to and abide by such reasonable amendments modifications and changes of such Rules and/ or regulations as may be adopted or established by the Operator **PROVIDED HOWEVER** that:
 - 7.14.1. Such Rules shall not detract from the rights of the Resident under this Agreement; and
 - 7.14.2. The Rules and any changes to the Rules will be notified to the Resident before the Resident is obliged to observe them.
- 7.15. To execute and keep in force Enduring Powers of Attorney for Property and Personal Care (as defined by the Protection of Personal and Property Rights Act 1988).
- 7.16. To make provision for the final disposal by the Resident's executor of all furniture and possessions, for payment of funeral expenses and for the Resident's burial in a legal Will to be made before or upon commencing the occupancy of the Unit, such Will to be kept in force at all times thereafter.

- 7.17. To use the services provided by the Operator for the Resident (including additional services) and the Resident further covenants that they will not use any services from any third party provider unless, first, the Operator is unable to arrange to supply the Resident, and, secondly, unless the Operator has consented in writing.
- 7.18. To be responsible to keep and maintain at the Resident's cost insurance over all the Resident's personal furniture, chattels and belongings.
- 7.19. Disclose material changes to Resident's health or circumstances during the term of this Licence to Occupy.

8. OBLIGATIONS OF THE OPERATOR

- 8.1. The Operator hereby covenants and agrees with the Resident as follows:

General – Operation of the Village

- 8.1.1. To use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently;
- 8.1.2. To provide those services the subject of the Service Fee to the Resident; and, while the Resident remains in the Unit, to provide such care (if any) at the level assessed by the Operator from time to time;
- 8.1.3. To supply the Unit with standard connections for water, telephone, television, electricity and/or gas PROVIDED HOWEVER that the Operator shall not be responsible for any failure in the provision or maintenance of utility services;
- 8.1.4. To maintain and keep in good and respectable tidy operational order and condition the Community Facilities including gardens, trees and shrubs of the Village;
- 8.1.5. To maintain and keep maintained in good clean tidy repair order and condition all buildings but not the interior of the units (see 8.1.18) and carpark areas in the Village;
- 8.1.6. The Operator will, in respect of the Village as a whole, including the Unit, arrange and maintain a comprehensive reinstatement insurance policy covering the Village for usual risks, including damage or destruction by fire and earthquake, and covering any other insurable risk which the Operator may consider desirable, in its interests or in the interests of residents of the Village. Such insurance shall be to the satisfaction of the Statutory Supervisor and shall contain a waiver from the insurer of its rights of subrogation from claims against the Resident and shall pay all related insurance premiums (such insurance excludes cover in respect to the Resident's personal belongings and contents insurance as referred to in Clause 7 of this Agreement)
- 8.1.7. To duly and punctually pay all rates, taxes and maintenance costs in respect of the land and buildings of the Village;
- 8.1.8. To maintain, repair and paint the exterior of the Unit;
- 8.1.9. To make and adhere to long term plan for maintaining and refurbishment of the Village and the Community Facilities;
- 8.1.10. To keep the exterior and interior of all buildings (except the interior of the units

under 8.1.18) situated within the Village together with the Communal Facilities and grounds of the Village in a good and proper state of repair, order and condition;

- 8.1.11. To provide full and appropriately qualified and experienced staff for the operation of the Village;
- 8.1.12. To have and maintain a process for reviewing the safety and personal security of Residents in the Village;
- 8.1.13. To have and maintain an adequate fire protection and emergency management policy and systems for the Residents;
- 8.1.14. To maintain all carpets, floor coverings, fixtures, fittings and apparatus provided by the Operator;
- 8.1.15. To cause the Village at all times to be managed and maintained to a high standard;
- 8.1.16. To comply with the provisions of the Code of Practice concerning maintenance of the Village upon the Code of Practice coming into force (expected 25 September 2007); and
- 8.1.17. To treat the Resident with respect and courtesy and not to exploit the Resident;

Alteration of Unit for Resident with Disabilities.

- 8.1.18. If a Resident suffers from a disability after taking possession of the Unit to the extent that alterations need to be made to the interior of the Unit to meet the Resident's needs, then the Resident has the right to make such alterations on the basis of the following:
 - 8.1.18.1. The prior written consent of the Operator has been given to the alterations;
 - 8.1.18.2. Such alterations shall comply with all applicable Statutes and Local Authority requirements;
 - 8.1.18.3. The alterations shall be carried out so as to cause minimal disturbance to other residents of the Village;
 - 8.1.18.4. The cost of the alterations are payable by the Resident; and
 - 8.1.18.5. On termination of this Licence to Occupy, the Operator reserves the ability to reinstate the Unit to its original condition and all costs of such reinstatement (including costs of Statutory and Local Authority Compliance) shall be payable by the Resident.

It is acknowledged by the Resident that the Operator may contract with a third party to manage the Village and to provide services (including the Care Services to residents). The Operator will consult with the Residents of the Village before appointing a new Manager.

Financial Reporting

- 8.1.19. On request by the Resident, to give to the Resident, free of charge, a copy of the audited financial statements of the Operator or the Village under section 18 of the

Financial Reporting Act 1993.

It is acknowledged that this clause 8.1.19 shall survive termination of this Agreement to apply in relation to former resident(s) until such former resident(s) is paid the Refundable Amount, less the deductions (if any) for which this Agreement provides.

- 8.1.20. The Operator shall, at the start of each accounting period of the Village, prepare a statement forecasting for the period:
- 8.1.20.1. The operating expenditure relating to the Village;
 - 8.1.20.2. All expenditure relating to the Village (including amounts repayable to residents, former residents, and their estates);
 - 8.1.20.3. All income relating to the Village; and
 - 8.1.20.4. The amounts of the operating expenditure that must be met by the residents of the Village.

The Operator shall give a copy of the statement to each resident within three months of the start of the accounting period.

Meetings of Residents

- 8.1.21. The Operator shall call a meeting of the residents of the Village in the circumstances and for the purposes as described below:

Item	Circumstances	Purpose
1	Within 6 months after the end of an accounting period for which financial statements must be prepared for the Operator or the Village.	Considering the financial statements.
2	There is a statutory supervisor of the Village and the meeting has been requested by the statutory supervisor or by at least 10% of the residents of the Village.	Giving the statutory supervisor the residents' opinions or directions relating to the exercise of the statutory supervisor's powers.
3	There is not a statutory supervisor of the Village and the meeting has been requested by at least 10% of the residents of the Village.	Giving the Operator the residents' opinions or directions.

- 8.1.22. All meetings shall be called by way of written notice to the residents of the Village in accordance with Section 106 of the Act which shall be given to the residents at least 10 Working Days prior to the meeting(s).
- 8.1.23. The meetings must be chaired by a person appointed by the Statutory Supervisor; or appointed by the majority of the Residents of the Village who are at the meeting if there is no appointed Statutory Supervisor.

- 8.1.24. The Operator at the meeting must give the Resident, orally or in writing, information that relates to the affairs of the Village and has been requested with reasonable notice by a resident of the Village.

9. MUTUAL COVENANTS

- 9.1. The parties hereby mutually covenant and agree:

- 9.1.1. In the event of the death or relocation of the Resident the expense thereof shall be paid by the Resident or his or her executor or other representative. The Operator shall thereafter use reasonable care in safeguarding the property of the Resident and shall have the right immediately to remove and store it at the Resident's cost.
- 9.1.2. The Operator shall not be liable to the Resident or any other person for any water damage caused either by the overflow of water supplied to any part of the Village or to any Unit or for rainwater entering the Unit unless, in the case of rainwater damage, the Operator has received prior written notice of any defect or want of repair in the roof of the Unit and has failed to remedy the same within seven (7) days of such notice.
- 9.1.3. The Resident will and does hereby indemnify the Operator from and against all actions, claims, demands, losses, damages, costs and expenses for which the Operator shall or may be or become liable in respect of or arising from:
- 9.1.3.1. Negligent use, misuse, waste, abuse, or omission by the Resident or any servant, agent, or any other person claiming through or under the Resident of the water, gas, electricity, lighting and other services and facilities of the Unit;
- 9.1.3.2. Over flow or leakage of water (including rain water) in or from the Unit but having origin within the Unit caused or contributed to by any act or omission on the part of the Resident or the Resident's servants, agents or other persons as aforesaid;
- 9.1.3.3. Loss, damage or injury from any cause whatsoever to property caused or contributed to by the use of the Unit by the Resident or any servant, agent or other person as aforesaid; and
- 9.1.3.4. Loss, damage or injury from any cause whatsoever to property within or without the Unit occasioned or contributed to by any act, omission, neglect, breach or default of the Resident or any servant, agent, contractor or sub-contractor or other person as aforesaid;
- 9.1.3.5. Actions commenced by or against the Resident to which the Operator shall without any fault on its own part be made a party.
- 9.1.4. No waiver by the Operator of one breach of any covenant, obligation or provision in this Licence contained or implied shall operate as a waiver of another breach or of any other covenant, obligation or provision in this Agreement.
- 9.1.5. Arrangements and authorities regarding the admission of other Residents and the termination of their occupancies and the adjustment of their Service Fees and Additional Fees and accommodation shall be vested in the Operator and the Residents shall not have the right to object to such admission, terms of occupancy or termination of occupancy of any other Resident.

10. CONSULTATION AND NOTIFICATION

10.1. Consultation:

- 10.1.1. The Operator will consult with the Resident before selling or disposing of its interest in the Village.
- 10.1.2. The Operator will consult with the Resident regarding any proposed changes in:
 - 10.1.2.1. The services and benefits the Operator provides;
 - 10.1.2.2. The payments structure/ level; and
 - 10.1.2.3. Any matters that will or might have a material impact on the Resident's occupancy or ability to pay for the services and benefits the Operator provide.

10.2. Notification:

- 10.2.1. The Operator will promptly notify the Resident regarding any matter that would or might have a material impact on the Resident's:
 - 10.2.1.1. Occupation Right, or rights to quiet enjoyment.
 - 10.2.1.2. Payments in consideration of the Resident's Occupation Right or rights to services or and facilities within the Village.
- 10.2.2. Subject to the terms of the Deed of Supervision, the Operator will promptly notify the Statutory Supervisor and (if the Statutory Supervisor directs) the Resident of:
 - 10.2.2.1. Any proposal by the Operator to develop or redevelop any part of the land on which the Village is situated or to acquire any nearby land for development;
 - 10.2.2.2. Any notice the Operator receive from the Registrar suspending the registration of the Village;
 - 10.2.2.3. Any request by the Operator to the Registrar for cancellation of the registration of the Village;
 - 10.2.2.4. Any decision by the Registrar to exempt the Operator from the requirement to appoint a Statutory Supervisor;
 - 10.2.2.5. The appointment of a new Statutory Supervisor;
 - 10.2.2.6. Any decision by the Registrar to exempt the Operator from the requirement to comply with a provision of the Code of Practice;
 - 10.2.2.7. Any proposal by the Operator to increase its borrowings or liabilities secured over any part of the Village;
 - 10.2.2.8. Any actual or threatened action by a creditor, mortgagee, or chargeholder in respect of the Village against the Operator in respect of that person's security or any sum over \$1,000;

- 10.2.2.9. Any decision by an insurer to refuse to insure the Village or any part of it;
- 10.2.2.10. Any actual or threatened legal proceedings against the Village that affect the Resident interests; or
- 10.2.2.11. Any action by a creditor to put the Operator or the Village in receivership or liquidation.

11. CODE OF PRACTICE

- 11.1. The Operator will meet the requirements of the Code of Practice applicable to the Village for those matters set out in Schedule 3 of the Act, (once such code is operative under the Act) particularly in respect of the following matters:
 - 11.1.1. Staffing of Village;
 - 11.1.2. Safety and personal security of residents;
 - 11.1.3. Fire protection and emergency management;
 - 11.1.4. Transfer of residents within the Village
 - 11.1.5. Meetings of residents with the Operator;
 - 11.1.6. The complaints facility;
 - 11.1.7. Accounts;
 - 11.1.8. Maintenance and upgrading;
 - 11.1.9. Termination of this Agreement; and
 - 11.1.10. Communication in the event that English is a second language to the Resident or if the Resident's ability to communicate is limited.

12. DISPUTE RESOLUTION, COMPLAINTS FACILITY

- 12.1. The Operator will operate a complaints process in accordance with the Act for dealing with issues and complaints by residents and shall ensure clear access by the Residents to the Operator and to the Statutory Supervisor.
- 12.2. The Operator shall operate and make known to the Residents of the Village a written process to be followed when dealing with complaints about the Operator or about other Residents in the Village. The Operator and the Residents shall comply with the dispute resolution process set out in Part 4 of the Act.

13. TERMINATION

- 13.1. This Agreement shall terminate on the occurrence of any of the following:
 - 13.1.1. **Resident Notice:** One month's prior notice in writing by the Resident given to the Operator of the Resident's intention to vacate the Unit and terminate the Agreement;

13.1.2. **Resident's Health:** When in the opinion of the Village Care Manager and a qualified medical practitioner appointed by the Operator but independent of the Operator:

- 13.1.2.1. The Resident has become so ill or enfeebled as to require special attention; or
- 13.1.2.2. Has become affected with a condition or a dangerous infectious or contagious disease for which the Operator is not permitted or equipped to provide care; or
- 13.1.2.3. Has become mentally ill to the degree that his or her presence within the Village shall be deemed detrimental to the health or peace of the other residents or any of them,

then the Operator may transfer the Resident to an appropriate public or private institution. The joint opinion of the Village Care Manager and the qualified medical practitioner appointed by the Operator shall be final in assessing the state of health of the Resident for the purpose of this paragraph. The Operator shall endeavour to consult with the Resident and the Resident's family when forming such opinion. The Medical Practitioner shall take account of the care and facilities currently offered by the Village. All costs and expenses so incurred shall be the sole responsibility of the Resident.

13.1.3. **Breach of Agreement by Resident:** In the event that:

- 13.1.3.1. **Breach:** The Resident is in breach of any one or more of his, her or their obligations under this Agreement, such breach by the Resident to be a material breach and the Operator has notified the Resident in writing of its intention to terminate the Agreement unless the breach is remedied within at least one month of such notice having regard to the nature and extent of the breach and the Resident has failed to remedy the breach; or
- 13.1.3.2. **Resident abandons the Unit:** The Resident has permanently abandoned the Unit and after making reasonable enquiries, and the Operator has given the Resident at least one months notice in writing of its intention to terminate the Agreement unless the Resident reoccupies the Unit within the one month period, and the Resident has failed to reoccupy the Unit in that time; or

13.1.4. **Death of Resident:** By the death of the Resident or if there shall be more than one Resident signing this Licence, the survivor of them.

13.1.5. **Serious Harm to Unit facilities or other Persons:** The Resident has caused or is highly likely to cause or permit:

- 13.1.5.1. serious damage to the Unit or Village facilities or damage which becomes serious because it continues;
- 13.1.5.2. serious injury or harm to the Operator or another Resident, or an employee or guest of the Operator or the Resident; and
 - 13.1.5.2.1 the Operator has taken into account the nature and extent

of the damage, injury or harm; and

13.1.5.2.2 the Operator has notified the Resident of the Operator's intention to terminate the Agreement unless such damage, injury or harm is remedied in a specified time (that is reasonable in the circumstances); and

13.1.5.2.3 the Resident has failed to remedy the damage, injury or harm within the time specified.

13.1.6. In the circumstances and in the manner prescribed in clause 14 of this Agreement (damage or destruction of Unit).

13.2. Upon the termination of this Licence:

13.2.1. The Resident shall vacate the Unit. The Resident shall have no further rights to the Unit or the Village from the date of vacation (other than payment of the exit payment made under Schedule 1),

13.2.2. The Resident shall pay all charges accruing to the date the Unit is vacated by the Resident.

13.2.3. Notwithstanding the Resident vacates the Unit, the Resident shall also pay the Service Fee until a new Resident takes occupation of the unit pursuant to a new Occupation Right Agreement, at a rate as set by the Operator from time to time.

13.2.4. In the event of this Agreement being terminated for any reason the Operator shall take all such steps as are necessary to obtain as soon as possible after the date of termination the grant of a new Occupation Right Agreement on such terms and conditions as the Operator shall determine.

13.2.5. The Resident shall be at liberty on the termination of this Agreement to remove all the Resident's fixtures, fittings and apparatus brought by the Resident into the Unit, the Resident repairing and making good (at the expense of the Resident in all things) all damage which may be done to the Unit by the removal of such fixtures, fittings and apparatus.

13.3. On the commencement of a new Occupation Right Agreement of the Unit by such new Resident:

13.3.1. The Operator shall pay to the Resident or his or her executor the balance of the Capital Sum due in accordance with the provisions of Schedule 1 less any moneys outstanding under this Agreement (including any outstanding service and/or care fees).

13.3.2. Payment to the Resident will be made by the end of the business day next following the day on which the Operator shall settle the issue of a new Occupation Right Agreement for the Unit and shall have received the consideration for the Unit in terms of the new Occupation Right Agreement **PROVIDED HOWEVER** that with the written consent of the Resident and the Operator, an amount less than that due in accordance with the provisions of Schedule 1 may be repaid to the Resident at such time and upon such conditions as the parties shall mutually agree.

13.3.3. The Resident acknowledges and agrees that the Operator will not receive payment for the new Occupation Right Agreement until such payment is released by the

Statutory Supervisor pursuant to the Deed of Supervision which is subject to the expiration of the cooling off period specified in the Act.

- 13.3.4. Where this Agreement has been granted to two Residents who shall have both signed this Agreement no repayment shall be made until both such Residents shall have terminated their Agreement with the Operator in accordance with this Agreement. The Operator may at all times deal with the Resident last in occupation or his or her personal representatives or the survivor of such Residents where two Residents have both signed this Agreement, the Operator not being obliged to ascertain or be deemed to have had any notice as to the proportions of the Refundable Amount made available by either Residents in such circumstances.

14. DAMAGE OR DESTRUCTION OF UNIT

- 14.1. **Total Destruction:** If the Unit or any portion of the Village of which the Unit forms part shall be so destroyed or damaged:

14.1.1. As to render the Unit uninhabitable, or

14.1.2. In the reasonable opinion of the Operator as to require demolition or reconstruction,

then the Operator shall (subject to clause 14.4) with all reasonable speed rebuild or reinstate the Unit and/or the portion of the Village, such rebuilding or reinstatement to be substantially in accordance with its original design.

- 14.2. **Partial Destruction:** If the Unit or any portion of the Village of which the Unit forms part shall be damaged but not so as to render the Unit uninhabitable then the Operator shall with all reasonable speed expend all the insurance monies received by the Operator in respect of such damage towards repairing such damage or reinstating the Unit and/or the portion of the Village but the Operator shall not be liable to expend any sum of money greater than the amount of the insurance money received.

- 14.3. Any repair or reinstatement shall be carried out in a manner that the Operator thinks fit and shall be acceptable so long as it is reasonably adequate for the Resident's enjoyment of the Unit.

- 14.4. If any necessary permit or consent shall not be obtainable, or the insurance monies received by the Operator shall be inadequate for the repair or reinstatement then this Licence to Occupy herein created shall at once terminate but without prejudice to the rights of either party against the other.

- 14.5. In the event that the Licence is terminated in accordance with Clause 14.4 the Resident shall be entitled to repayment of the Refundable Amount in the manner set out in Clause 13 and such repayment shall become payable within 14 days of receipt of the proceeds of insurance monies by the Operator to enable repayment to occur.

- 14.6. The Operator shall consult with the Resident to decide whether it is practicable to repair or replace the Unit or the Village. Following consultation the Operator shall advise the Resident in writing of the outcome.

15. NOTICES

- 15.1. Any notices required to be served under this Agreement shall be sufficiently served on the Resident if served personally or left addressed to the Resident on the premises or forwarded

to the Resident by pre-paid post to the last known place of abode of the Resident and shall be sufficiently served on the Operator if served personally or if addressed to the Operator and left at or sent by pre-paid post to the Operator's registered office for the time being or last known place of business or abode and a notice sent by pre-paid post shall be deemed to be served on the day two days after the date of posting.

16. TRANSFER BY RESIDENT TO OTHER UNIT

- 16.1. The Resident may apply to transfer to another unit at the Village subject to availability and to the terms and conditions as specified by the Operator.
- 16.2. Should the Resident wish to transfer to another unit (referred to as the "Replacement Unit"), then he/ she/ they acknowledge that payment for the Replacement Unit shall be effected by the Resident paying to the Operator such additional sum as may be required to satisfy the Capital Sum payable for the Replacement Unit as fixed by the Operator from time to time. The Resident shall also be responsible for payment to the Operator of the Operator's reasonable legal and administration cost in facilitating the transfer, and any further removal costs
- 16.3. The transfer shall be effected by way of a cancellation of this Agreement and the execution of a new Occupation Right Agreement in respect of the Replacement Unit.

17. TRANSITION TO REST HOME

- 17.1. **Rest Home Vacancy:** The Operator covenants to use its best endeavours to procure a vacancy for the Resident in the Rest Home care facility forming part of the Village (the "Care Facility") if required by the Resident, provided that the Resident complies with the conditions for entry in the Care Facility.

18. FURTHER DEVELOPMENT

- 18.1. It is hereby acknowledged by the Resident that subject to the requirements of the Deed of Supervision and clause 10.2.2.1 the Operator reserves the right to construct further units and to alter or extend the Village in any way whatsoever **PROVIDED THAT** in doing so it will use its best endeavours to cause as little inconvenience to the Resident as is practical in the circumstances. The Resident shall not be entitled to make any objection or claim any compensation in respect to any further development and shall if requested by the Operator sign all consents and other documents as may be required to give effect to the further development.

It is acknowledged by the Resident that the Operator proposes to develop and enhance the Village by developing further units and facilities at the property situated at 448 Prestons Road.

19. DEFAULT INTEREST

- 19.1. In case of default by the Resident at any time in the observance or performance of any of the covenants and restrictions in this Licence or the Rules of the Village of which the Unit forms part, it shall be lawful for but not obligatory upon the Operator (but without prejudice to any of the other rights, powers or remedies of the Operator) at the cost and expense of the Resident in all things:
- 19.1.1. To pay all or any monies and to do or perform all or any acts or things in the opinion of the Operator reasonably necessary for the full or partial performance or observance of any covenants, conditions or restrictions or any of them; and

- 19.1.2. If necessary or convenient for the purpose of exercising any of the power herein conferred upon the Operator, to enter by servants, agents, contractors or workpersons upon the Unit or any part of it;

and the Resident will immediately on demand pay to the Operator all monies so paid by the Operator and the costs, charges and expenses of each performance and observance by the Operator and until such payment the same shall be treated as an advance to the Resident by the Operator and shall bear interest at the rate equal to the residential mortgage floating interest rate charged by the Bank of New Zealand then current plus 5% per annum calculated with monthly rests, computed from the date or respective dates of such money being expended until payment thereof to the Operator.

20. STATUTORY SUPERVISOR

- 20.1. In the event that the Statutory Supervisor of the Village for any reason ceases to be the Statutory Supervisor of the Village, the Operator will take all necessary steps to replace such Statutory Supervisor or may seek an exemption under section 41 of the Retirement Villages Act.

21. COSTS

- 21.1. Each party to pay their own costs (including legal and accounts) in relation to the preparation and execution of this Licence to Occupy and the transactions contemplated thereby **PROVIDED HOWEVER** that the Resident shall pay the Operator's costs of and incidental to the enforcement or attempted enforcement of the Operator's rights remedies and powers under this Agreement.

22. ASSIGNMENT BY OPERATOR : SALE OF OPERATOR'S INTEREST IN THE VILLAGE

- 22.1. The Operator shall be entitled to assign this Licence and/or its interest in the Village (the "Village Scheme") to any person or Operator (the "Assignee"), subject to obtaining the prior written approval of the Statutory Supervisor and subject to prior consultation with the Residents at a time advised by the Statutory Supervisor.
- 22.2. The Statutory Supervisor is hereby authorised by the Resident to execute on behalf of the Resident any Deed of Assignment or Novation or any other consent document as reasonably required by the Operator relating to any assignment of the Village Scheme, granting the Resident's consent to such assignment.
- 22.3. The Resident promises the Assignee that the Resident will observe and perform this Agreement.
- 22.4. The Operator promises the Resident that it will ensure that the Assignee agrees to observe and perform this Agreement.

23. UNIT TITLE: 10 ALPINE VIEW LANE

The Operator agrees to consult the Resident in respect to the operation of the Body Corporate at 10 Alpine View Lane in respect to any issue which materially affects the Unit.

SCHEDULE 1

SUMMARY OF MAIN TERMS OF AGREEMENT

1. Unit No: _____
2. Commencement Date: _____
3. Capital Sum: \$ _____
4. Initial Service Fee: \$ _____ per week (including GST)
5. Maximum Licence Fee Deduction \$ _____
6. Exit Payment/Refundable Amount:
 - 6.1. On termination of this Agreement the Capital Sum shall be reduced by the Licence Fee Deduction as follows:
 - 6.1.1. On Commencement Date 5% of the Capital Sum is deducted; plus
 - 6.1.2. 5% of the Capital Sum accruing for each completed twelve month period from the Commencement Date of the Occupation Right Agreement for a period not exceeding four years provided that if termination of the Occupation Right Agreement occurs within the first 4 years from Commencement Date, then the amount payable by the Resident under clause 6.1.2 shall be pro rated on a daily basis from Commencement Date until the date of termination.

Calculation as Follows:

Capital Sum:	\$
Licence Fee Deduction (percentages refer to that % of the Capital Sum)	
1. Commencement Date 5% plus	\$
2. First year Anniversary of Commencement Date 5% plus	\$
3. Second year Anniversary of Commencement Date 5% plus	\$
4. Third year Anniversary of Commencement Date 5 plus	\$
5. Fourth year Anniversary of Commencement Date 5% plus	\$
 Total deductions: (25% of the Capital Sum)	 \$

- 6.2. The balance of the Capital Sum (less any other outstanding amounts due by the Resident under this Agreement) shall be repaid to the Resident.
- 6.3. The amount payable by the Operator to the Resident under clause 6 of this Schedule shall be paid upon the earlier of the repayment date determined:
 - 6.3.1. In accordance with Clause 13 (Termination); or
 - 6.3.2. In accordance with clause 14 (Damage or destruction of Unit).

- 6.4. No capital gain shall accrue to the Resident on the re licensing of the Unit following termination of the Occupation Right Agreement.

SCHEDULE 2**ADDITIONAL SERVICES**

Residents are able to elect, from time to time, one of a number of optional additional services, provision of which is to be arranged by the Manager, subject to the guidance by and discretion of the Manager and at an additional cost to the Resident.

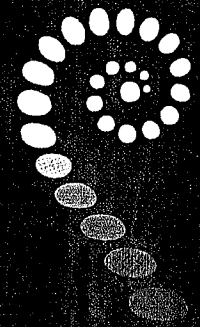
1. Provision of meals in Unit
2. Provision of meals
3. Transport services
4. Registered Nurse
5. Doctor
6. Podiatrist
7. Cleaner
8. Home Assistance
9. Handyman
10. Bus Trips
11. Laundry
12. Ironing
13. Village Coordinator
14. Breakfast, Lunch, Dinner

SCHEDULE 3

CODE OF RESIDENTS' RIGHTS

The Code of Residents' Rights

Basic rights of residents



This is a summary of the basic rights given to you by the Retirement Villages Act 2003

1.

Services and other benefits

You have the right to services and other benefits promised to you in your occupation right agreement.

2.

Information

You have the right to information relating to any matters affecting or likely to affect the terms or conditions of your residency.

3.

Consultation

You have the right to be consulted by the operator about any proposed changes in the services and benefits provided or the charges that you pay that will or might have a material impact on you:

- a. occupancy; or
- b. ability to pay for the services and benefits provided.

4.

Right to complain

You have the right to complain to the operator and to receive a response within a reasonable time.

5.

Disputes

You have the right to a speedy and efficient process for resolving disputes between you and the operator or between you and other residents of the village.

6.

Use of support person or representative

You have the right, in your dealings with the operator or other residents of the village, to involve a support person or a person to represent you. The cost of involving a support person or person to represent you must be met by you.

7.

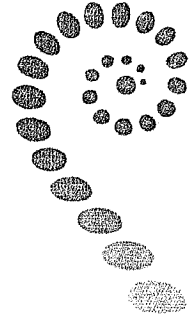
Right to be treated with courtesy and have rights respected

You have the right to be treated with courtesy and have your rights respected by the operator, the people who work at the village, and the people who provide services at the village.

8.

Right not to be exploited

You have the right not to be exploited by the operator, the people who work at the village, and the people who provide services at the village.



Your obligations to others

Your rights exist alongside the rights of other residents and the rights of the operator, the people who work at the village, and the people who provide services at the village. In the same way that these people are expected to respect your rights, it is expected that you in return will respect their rights and treat them with courtesy.



Operator's contact person

If you want more information about your rights or wish to make a complaint against the operator or another resident, the operator's contact person is:

Name

Telephone number



Other contact persons

Other contact persons, if you wish to make a complaint about a breach of your rights, are:

- a. The statutory supervisor (if there is one)
- b. The Registrar of Retirement Villages.



Information

The Retirement Commissioner publishes information on the Code of Residents' Rights and disputes procedures available under the Retirement Villages Act 2003 that may assist to resolve your complaint.

For more information:

- Call the Department of Building and Housing on 0800 836 262
- Visit the Retirement Villages section of the Retirement Commission's website www.retirement.org.nz

SCHEDULE 4

VILLAGE RULES

(as at date of this Agreement)

Nil other than Body Corporate Rules - Unit Title Plan number 71935, Canterbury Registry in so far as they relate to the Unit

SCHEDULE 5**SERVICE FEE**

The Service Fee payable by the Resident shall include an allowance for the operation of the Village including (without limitation) the following:

1. All maintenance of grounds;
2. Use of the Communal Facilities and chattels (including upkeep);
3. Building, fixtures and lifts maintenance and cost of repairs;
4. Costs associated with the operation and maintenance of the Village;
5. Administration costs (including appropriate accountancy, legal, statutory supervisor, advertising and audit expenses);
6. Maintenance of the special emergency nurse call system and fire monitoring system;
7. Rates, building insurance, water supply, security and garbage collection;
8. An accumulation fund to meet infrequent but recurring items of repair, maintenance expenditure; and
9. Costs of compliance with any statute, regulation, by-law or other lawful obligation in respect of the Village.

CONSENT TO REGISTRATION

Pursuant to section 12(1) (c) of the Retirement Villages Act 2003

ASB BANK LIMITED at *Auckland* as mortgagee under mortgage number 7234392.1 Consents to the registration of **ALPINE VIEW VILLAGE** under the Retirement Villages Act 2003.

Signed for and on behalf of)
ASB BANK LIMITED)
By its *Directors/Attorney/Authorised*)
Signatory in the presence of:)

Craig Anthony Muir




Witness Signature

Alex Aiono

Witness Name

Bank Officer
AUCKLAND

Witness Occupation

ASB BANK LTD
P.O. BOX 35 AUCKLAND
(AUCKLAND SORT)

Witness Address

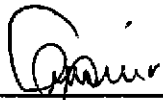
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Craig Anthony Muir of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **31 October 2006** and deposited in the Land Information New Zealand office as **No. 7154356.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Craig Anthony Muir

SIGNED at Auckland this day of 23 OCT 2007 2007

COPY

CONSENT TO REGISTRATION

Pursuant to section 12(1) (c) of the Retirement Villages Act 2003

ASB BANK LIMITED at *Auckland* as mortgagee under mortgage number 7454869.3 Consents to the registration of **ALPINE VIEW VILLAGE** under the Retirement Villages Act 2003.

Signed for and on behalf of)
ASB BANK LIMITED)
By its ~~Directors/Attorney/Authorised~~)
~~Signatory~~ in the presence of:)

Craig Anthony Muir





Witness Signature

Alex Aiono

Witness Name

Bank Officer
AUCKLAND

Witness Occupation
ASB BANK LTD
P.O. BOX 35 AUCKLAND
(AUCKLAND SORT)

Witness Address

ASB BANK LIMITED
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Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
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Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Craig Anthony Muir

SIGNED at Auckland this day of 23 OCT 2007 2007