Freedom
LIFESTYLE VILLAGES

RESALE NOTICE – FROM RESIDENT

I/we acknowledge that the terms of my/our Lifetime Site Agreement (LSA) apply to the resale.

Date of this Resale Notice:	4/3/26
Resident name(s):	Mary & David Johnson
Village:	Papamoa Sands
House:	114
Date vacant possession expected:	tbc
Solicitor Name: **Solicitor Firm**	tbc
Suggested Market Price:	$ ~~734K~~ $725K MJ
Marketing option *[select one]*: (to find a new resident to purchase an occupation licence for the House from the operator) *Any marketing must be in accordance with the operator's marketing guidelines*	• ~~I request the operator to carry out the marketing~~ • I will undertake the marketing privately • I intend to appoint a real estate agent to market in accordance with the operator's marketing guidelines MJ
Marketing Fee *[select one]*: (payable to the operator)	N/A / 2% plus GST
Real Estate Agent Details:	~~N/A~~ Daisy Straub Aritzo 021420450 MJ

Signed: MJohnson [illegible signature]

(If there are two people named as resident in the LSA and they are both alive, both must sign this notice)

PAPAMOA

Sands

A FREEDOM LIFESTYLE VILLAGE

PAPAMOA SANDS LIFESTYLE VILLAGE

LIFETIME SITE AGREEMENT

MARY LEONIE JOHNSON and DAVID HAROLD JOHNSON

House: Bay (114)

Site: 107

Freedom

LIFESTYLE VILLAGES

TABLE OF CONTENTS

THIS AGREEMENT is dated 7 September 2020

We have produced this Agreement as a plain English document, and using as little legal terminology as possible, consistent with properly recording the rights and responsibilities of both of us. To assist you to read and understand this Agreement some terms have been defined and are shown with a capitalised first letter. These terms, and the full meanings they have in this Agreement are set out in clause 3.

We and you agree as follows:

1. INTRODUCTION

1.1 We own a retirement village known as **Papamoa Sands Lifestyle Village** at **61 Golden Sands Drive, Papamoa East**.

1.2 You have applied to become a resident of the Village and we have accepted your application.

1.3 Contemporaneously with this Agreement, you have purchased your interest in the House pursuant to a Unit Purchase Agreement.

1.4 This Agreement sets out the terms and conditions that apply to your Occupation Right, including our obligations to you, and your obligations to us.

1.5 The Occupation Right granted to you by this Agreement is a licence to occupy the Site and the House on the Site.

1.6 You confirm that you have received a copy of:

(a) the Disclosure Statement;

(b) the Code of Residents' Rights; and

(c) the Retirement Villages Code of Practice 2008 (as varied).

1.7 You confirm that you have received independent legal advice before signing this Agreement, as certified on the last page of this Agreement.

2. IMPORTANT INFORMATION

2.1 Parties

Operator:	**Papamoa Sands Lifestyle Village Limited**, described in this Agreement as us, we or the Operator and including our successors and assigns.
Resident:	**Mary Leonie Johnson and David Harold Johnson**, described in this Agreement as you or the Resident.

2.2 **House**

House:	**Bay (114)**
Site:	**107**

2.3 **Commencement of this Agreement**

The Commencement Date is:	18 September 2020
The Proposed Date for Completion of the House is:	**Not applicable**

2.4 **Entry Payments**

On the Commencement Date, you will pay us:

Bond: **$2,500.00** (clause 14).

On the Commencement Date you will pay a House Payment to a third party of **$558,000.00.**

2.5 **Exit Payments**

On the Exit Payment Date, you will pay us:

(a) A Termination Fee of an amount equal to a maximum of 15% of the Exit Payment calculated in accordance with clause 9; and

(b) Any balance of the payments or other amounts you owe to us or that will be due from you under this Agreement.

On the Exit Payment Date, we will pay you:

(c) The current balance of your Bond; and

(d) The Exit Payment, only if we have exercised our Option to Purchase or if we are required to make payment following termination for a Damage Event.

2.6 **Periodic Payments**

In addition to the House Payment, you will also make the following payments during the term of this Agreement:

Occupancy Fee: Initially **$350.74** (clause 10).

Insurance Payment: Initially **$40.27** (clause 11).

Additional Fees: Initially **$0.00** (clause 12).

	Shed - rental of a shed allocated to you by us from time to time
	Caravan park - rental of a caravan park allocated to you by us from time to time
	Boat park - rental of a boat park allocated to you by us from time to time

3. DEFINITIONS AND INTERPRETATION

Definitions

Throughout this Agreement, the following terms with capitalised first letters have the given full meanings:

3.1 "**Accounting Period**" means the period ending on our annual balance date in each year.

3.2 "**Additional Items**" means the services we make available from time to time for you to use at your discretion in exchange for payment of the Additional Fees.

3.3 "**Additional Fees**" means the costs of the Additional Items payable in accordance with clause 12.

3.4 "**Agreement**" means this Lifetime Site Agreement including the Schedules.

3.5 "**Bond**" means the bond paid by you to us as described in clause 14.

3.6 "**Code of Residents' Rights**" means the code of residents' rights which is applicable from time to time pursuant to the Retirement Villages Act.

3.7 "**Code of Practice**" means the Code of Practice approved under the Retirement Villages Act, as updated, amended or replaced from time to time.

3.8 "**Commencement Date**" means that date set out in clause 2.3, or such other date agreed by us and you.

3.9 "**Community Facilities**" means the common areas and community facilities of the Village provided by us from time to time.

3.10 "**Damage Event**" has the meaning set out in clause 57.1.

3.11 "**Deed of Supervision**" means the deed that we have entered into appointing the Statutory Supervisor as required by the Retirement Villages Act and as may be amended from time to time.

3.12 "**Default Interest Rate**" means the rate of 12% per year.

3.13 "**Deposit Holder**" means the Statutory Supervisor.

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

3.15 "**Exit Payment**" means the gross sale price of the interest in the House payable to you either:

(a) if you sell your interest in the House to a third party, as agreed between you and the third party; or

(b) if you sell your interest in the House to us, in which case it is calculated as set out in clause 53.

3.16 "**Exit Payment Date**" means such date as calculated under:

(a) clause 52.8, if you are selling the interest in the House to a third party;

(b) clause 53.7, if we are exercising our Option to Purchase the interest in the House;

(c) clause 54.14, if we have terminated this Agreement; or

(d) clause 60.4, if we have decided not to repair or replace the House following a Damage Event.

3.17 "**House**" is the house identified in clause 2.2 and is a residential unit for the purposes of the Retirement Villages Act.

3.18 "**House Payment**" means the payment described in clause 2.4, paid by you on entering into this Agreement in exchange for the beneficial ownership of the House whether made to us or to a third party.

3.19 "**Insurance Payment**" means the periodic payment described in clause 2.6 paid by you in exchange for us arranging the insurance set out in clause 11.

3.20 "**Occupancy Fee**" means the periodic payment described in clause 2.6 paid by you in exchange for the supply of the Occupation Right and Community Facilities.

3.21 "**Occupation Right**" means your rights under this Agreement to occupy the Site and to occupy the House on the Site, subject to and together with the rights and obligations set out in this Agreement.

3.22 "**Operator**" has the meaning set out in clause 2.1.

3.23 "**Option to Purchase**" means our option to purchase your interest in the House, exercisable by us as set out in clause 53.

3.24 "**Resident**" or "**you**" has the meaning set out in clause 2.1. If there are two of you, this term includes you both jointly and severally. This term also includes, where the meaning of the provisions allow, your personal representatives.

3.25 "**Resident's Chattels**" means any personal items kept or installed in the House by you.

3.26 "**Retirement Villages Act**" means the Retirement Villages Act 2003 and its Regulations as updated, amended or replaced from time to time.

3.27 "**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 Three.

3.28 "**Site**" means the site in respect of which you have the Occupation Right as described in clause 2.2.

3.29 "**Statutory Supervisor**" means Covenant Trustee Services Limited, including its successors.

3.30 "**Termination Date**" means the date your right to occupy the House under this Agreement ends, as set out in:

(a) clause 52.7, if you are selling the House to a third party;

(b) clause 53.8, if we are exercising our Option to Purchase the House;

(c) clause 54.2, if this Agreement is automatically terminated on death;

(d) clause 54.3, if this Agreement is automatically terminated by agreement between you and us;

(e) clause 54.14(a), if we have terminated this Agreement;

(f) or clause 60.2, if we have decided not to repair or replace the House following a Damage Event.

3.31 "**Termination Fee**" means the payment made by you on the Exit Payment Date, as described in clause 2.5 which is in exchange for the supply of the Occupation Right and Community Facilities.

3.32 "**Unit Purchase Agreement**" means a sale and purchase agreement between you and either us or a third party, pursuant to which you have or will acquire a beneficial interest in the House.

3.33 "**Village Outgoings**" means the outgoings of the Village set out in Schedule One.

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

(a) Saturday, Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday and Labour Day;

(b) A day in the period commencing on 25 December in any year and ending on 2 January in the following year, inclusive;

(c) If 1 January falls on a Friday, the following Monday, and if 1 January falls on a Saturday or Sunday, the following Monday and Tuesday;

(d) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday.

A Working Day will be deemed to commence at 9am and end at 5pm. Any act done pursuant to this Agreement by a party after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed to have been done at 9am on the next succeeding Working Day.

3.35 References in this Agreement to your ownership of the House or the sale or purchase of the House shall mean your ownership of the beneficial interest in the House or the sale or purchase of such interest.

4. RIGHTS OF CANCELLATION – COOLING OFF

4.1 You may cancel this Agreement under section 28(1) of the Retirement Villages Act, without having to give any reason. You can do this by notice given not later than 15 Working Days after you sign this Agreement

4.2 Where this Agreement relates to a House which is to be built or completed after the date you sign this Agreement, then, if the House is not finished within 6 months after the Proposed Date for Completion referred to in clause 2.3, you may cancel this Agreement under section 28(1) of the Retirement Villages Act. You can do this by giving notice to us at any time after the expiry of that 6month period.

4.3 Your notice of cancellation must be in writing and must clearly indicate your intention to cancel this Agreement.

4.4 Your notice may be given on your behalf by a person authorised in writing by you.

4.5 The notice of cancellation must be given to

(a) us; or

(b) the real estate agent or other person who dealt with you on our behalf when you signed this Agreement (unless we have notified you that such person has ceased to act on our behalf); or

(c) any other person who we have notified to you is a person authorised to receive communications on our behalf.

4.6 If you exercise your rights under clauses 4.1 or 4.2 you are entitled to a refund of any deposit, progress payment and any other payments made by you for the grant of the Occupation Right. This refund will be without deduction and will include any interest earned in the Deposit Holder's account (but less any tax). You are entitled to receive this refund within 10 Working Days after your request.

4.7 If you exercise your rights under clause 4.1, we are entitled to reasonable compensation for:

(a) services, if we provided you with services while you were living in the Village; and

(b) damage, if you are responsible for any damage to the House or to any facilities in the Village.

OCCUPANCY RIGHTS

5. GRANT OF OCCUPATION RIGHT

5.1 From the Commencement Date and in consideration of your payment of the Termination Fee and the Occupancy Fees, we grant you the Occupation Right. You are entitled to take up occupation of the House on the Site from the Commencement Date, subject to clause 7.2.

5.2 The Occupation Right is a personal contractual right only. Nothing in this Agreement gives you any ownership right or interest in the Village or the Site. This Agreement does not give you any tenancy or leasehold rights to the Site.

5.3 You and we agree and acknowledge that we hold the legal title to the House on trust, and that you own the beneficial interest in the House, on the terms set out in this Agreement.

5.4 You agree not to require registration of the Occupation Right and not to caveat or otherwise encumber our title to the Village.

6. JOINT OWNERS

6.1 If the Occupation Right was initially granted to two of you, then you both will hold the benefits and have obligations under the Occupation Right jointly. Upon the death of one of you, the interest of that person will automatically transfer to the surviving one of you.

6.2 No transfer of the Occupation Right into the name of your personal representative (following death) will be allowed.

YOUR PAYMENTS

7. YOUR HOUSE PAYMENT

7.1 On or before the Commencement Date you must pay us the House Payment if you are purchasing the interest in the House directly from us rather than from a former resident.

7.2 You will not be entitled to occupy the Site or the House on the Site or enjoy other benefits under this Agreement until you have paid the House Payment in full, even though this Agreement may have been completed and the Commencement Date may have arrived, unless otherwise agreed by us.

8. DEPOSIT HOLDER

8.1 We and you each appoint the Statutory Supervisor as the Deposit Holder (called the Stakeholder under the Deed of Supervision) and we agree that we will be bound by the provisions of the Deed of Supervision. In particular, you acknowledge that the House Payment (whether payable to us or to a third party) must be paid to the Statutory Supervisor's trust account.

9. YOUR TERMINATION FEE

9.1 On the Exit Payment Date (which occurs on or following termination of this Agreement), you agree to pay us the Termination Fee which is a maximum of 15% of the Exit Payment. If the Exit Payment Date is before the sixth anniversary of the Commencement Date, the Termination Fee will be an amount equal to 2.5% of the Exit Payment for each full year between such dates and an apportioned amount for any part year.

10. YOUR OCCUPANCY FEE

10.1 You agree to pay us the Occupancy Fee by direct debit in arrears fortnightly, every other Wednesday.

10.2 The amount of the Occupancy Fee will be automatically increased on 1 April of each year during the term of this Agreement, by the greater of (however, please see clause 15):

(a) 2.5% of the Occupancy Fee charged prior to such increase; or

(b) the percentage change in the Consumers Price Index since the same quarter of the previous year.

Such change to the Occupancy Fee will take effect no earlier than one calendar month following our notice to you.

10.3 You acknowledge that the occupancy fee we charge to other residents may be a different amount from your Occupancy Fee.

10.4 Your obligation to pay us the Occupancy Fee will cease on the Exit Payment Date.

10.5 Your obligation to pay us the Occupancy Fee will reduce by 50%:

(a) six months after the Termination Date; or

(b) from any later date that you stop living in the House and remove all your possessions from the House.

10.6 Payment of your Occupancy Fee will be suspended if clause 59.4 applies. Otherwise, you acknowledge that the Occupancy Fee will be payable regardless of whether the House is occupied or not.

11. YOUR INSURANCE PAYMENT

11.1 You agree to pay us the Insurance Payment by direct debit in arrears fortnightly, every other Wednesday. This represents your share of the following insurance costs that we arrange:

(a) our buildings insurance relating to the House and the infrastructure of the Site;

(b) temporary accommodation cover for up to 24 months;

(c) valuation fees;

(d) our administration costs of arranging such insurances; and

(e) plus a margin of up to 5% of the aggregate of such amounts,

(please note that this does not include contents insurance, see clause 35).

11.2 We are entitled to change the Insurance Payment during the term of this Agreement at our discretion. Any such change to the Insurance Payment will take effect no earlier than one calendar month following our notice to you.

11.3 Your obligation to pay us the Insurance Payment will cease on the Exit Payment Date.

11.4 Payment of your Insurance Payment will be suspended if clause 59.4 applies.

12. YOUR ADDITIONAL FEES

12.1 In addition to any other payment under this Agreement, you will pay us the cost of any Additional Items provided at your request, being services not included in the Village Outgoings.

12.2 You agree to pay us the Additional Fees by direct debit in arrears fortnightly, every other Wednesday.

12.3 Your initial selection of Additional Items is shown in clause 2.6. You can choose to add or delete Additional Items at any time during the term of this Agreement by giving us one calendar month's notice and we will adjust the Additional Fees accordingly.

12.4 We are entitled to change the Additional Fees during the term of this Agreement at our discretion. Any such change to the Additional Fees will take effect no earlier than one calendar month following our notice to you.

12.5 Your obligation to pay us the Additional Fees will cease on the Termination Date.

13. YOUR DIRECT DEBIT AUTHORITY

13.1 You agree to sign and deliver to us an authority permitting us to deduct the Occupancy Fee, Insurance Payment and Additional Fees as each falls due by direct debit from your bank account.

13.2 If any amount changes, we will give you 10 Working Days written notice of the amount of the Occupancy Fee, Insurance Payment and Additional Fees prior to deducting such amount from your bank account.

13.3 We will invoice you for any Additional Item that we have not taken into account in determining the amounts to be paid or which has not been paid by direct debit, and you must pay us not later than the 20th of the month following the date of the invoice.

14. YOUR BOND

14.1 You agree to pay us the Bond as set out in clause 2.4. We will show this Bond in our accounts as a credit for your benefit but will not hold your Bond in a separate bank account. We are entitled to utilise the funds received by us from your Bond payment at our sole discretion.

14.2 We shall be entitled to deduct from the Bond any amounts that you owe us under this Agreement which remain outstanding one calendar month after such amounts become due.

14.3 You agree to top up the Bond to the amount set out in clause 2.4 upon demand if we have deducted any amounts. No interest is payable to you on the Bond.

15. EXTRAORDINARY COSTS

15.1 If we incur any extraordinary cost in addition to the usual Village Outgoings, we reserve the right to require you to make a regular contribution towards such costs, charges, fees or outgoings upon demand, notwithstanding clause 10.2, but subject to prior consultation with the Statutory Supervisor and Residents.

15.2 Any such contribution shall be capped at an amount equal to 2.5% of your Occupancy Fee and will be payable for such time as we determine.

15.3 Water charges for the House are included in Village Outgoings and payable by you through the Occupancy Fee. However, if your actual metered consumption of water for any fortnightly period is more than 10% above the average consumption of all the Village residents during that period, then we reserve our right to charge you (and you agree to pay us) for such amount of your water usage that is above the Village average.

16. LEGAL AND OTHER COSTS

16.1 You must pay all your own legal and other costs associated with your application for, entry into and termination of this Agreement.

17. TERMINATION COSTS

17.1 Where any amounts are payable to us as set out in clause 2.5 but we are not able to offset them against amounts due to you, you direct the Statutory Supervisor to make payment of such amounts to us from any moneys you are entitled to receive upon the sale of your interest in the House directly to an incoming resident.

18. GST

18.1 The House Payment, Termination Fee, Occupancy Fee, Insurance Payment and Additional Fees are GST inclusive (if any).

19. YOUR UTILITY CHARGES

19.1 You are solely liable to pay all charges for utilities consumed in respect of the House, including electricity, gas, telephone/tolls and internet charges, and we will have no responsibility to meet any of these charges on your behalf.

19.2 We may recommend a supplier for any utility services. You have sole discretion as to whether to use that supplier or not. If you do elect to use our recommended supplier and we receive any costs rebates from that supplier as a result, we will ensure that you receive a share of such rebates.

19.3 You authorise us to obtain information about your electricity consumption from your chosen electricity supplier. The information will be provided to us about all residents without identifying you personally and will be used only to understand consumption patterns at the Village, which will in turn be used to offer suitable power solutions or arrangements for the benefit of residents and the Village.

19.4 You will continue to be solely liable to pay all charges for utilities consumed in respect of the House until the Exit Payment Date.

LIVING AT THE VILLAGE

20. USE OF HOUSE, SITE AND COMMUNITY FACILITIES

20.1 You are entitled to reasonable exclusive use and occupation of the House, free from our unnecessary interruption.

20.2 You will use the House and the Site only for your own personal use and occupation.

20.3 You may have friends or relatives or other persons to stay with you in the House for periods not exceeding two weeks at any one time and subject to a maximum of two such guests at any one time. You may have friends or relatives or other persons to stay with you in the House for longer periods or a greater number of guests with our prior consent, subject to the terms of our consent. However, we reserve the right to curtail any such arrangement where we consider it is interfering with the quiet enjoyment of other residents in the Village.

20.4 You are entitled to enjoy the Community Facilities. Your rights to enjoy the Community Facilities are not exclusive and exist alongside the rights of other residents, their visitors, us, our staff, the people who work at the Village and the people who provide services to you at the Village. You will ensure that you always use the Community Facilities with care, consideration and courtesy for others.

21. PARKING

21.1 You may park only in your designated carpark and use it only for parking your car. If you have selected a caravan park as an Additional Item and we have agreed to allocate one to you, you may park a caravan, boat, camper van, trailer or similar item in it.

21.2 You are not to allow any guest or visitor to park a vehicle anywhere in the Village other than in the designated areas set aside for guest or visitor parking.

21.3 Unless we have allocated you a caravan park, we may refuse to permit you or your guests to bring to the House or the Village any caravan, boat, camper van, trailer or similar item. If we grant permission, we may require you or your guests to comply with our directions as to where such item is parked. Further, we may require you or your guests to remove such item, despite any previous approval.

22. CARE OF HOUSE AND SITE

22.1 You own the beneficial interest in the House and are therefore responsible for maintenance and repair to the exterior and interior of the House (including gutters, pipes and drains) to a good, clean and tidy standard of repair, order and condition. You will ensure the structural soundness and integrity of the House, maintain connections for utility services to the House, and ensure that the Site is kept in clean and tidy order. You must ensure that the House complies at all times with all lawful requirements of the Ministry of Health or of the local authority and with all statutes, regulations and by-laws.

22.2 You must carry out the following maintenance items at your cost:

(a) paint the exterior of the House every ten years since the date the House was last painted (according to our records). You must consult with us and ensure that you paint the House only in our approved colour scheme by a master painter or other similar tradesman approved by us;

(b) wash the exterior of the House every twelve months following the Commencement Date;

(c) clean and maintain the gutters, pipes and drains of the House every twelve months following the Commencement Date;

(d) any further maintenance we notify you to carry out.

22.3 If you do not carry out the above maintenance works, we will arrange this to be carried out on your behalf and you must pay our reasonable costs of doing so (including our administration costs) not later than the 20th of the month following the date of our invoice.

22.4 If you have a garden or patio area on the Site, you must maintain that area and keep it in a proper and tidy condition at your cost and in doing so you must not cause any damage to our irrigation system. If you decide to relinquish such area or fail to maintain it properly (in our sole discretion), we may at our option convert the area into low maintenance gardens and/or lawns and we will maintain it.

22.5 You agree to permit us at all reasonable times to enter the House for the purpose of inspecting the House and remedying any breach of your maintenance obligations. In doing so, we will endeavour to cause as little disturbance as possible to you. Wherever practicable we will give you 24 hours prior written notice of our intention to enter the House.

22.6 You are responsible for the cost of remedying any breach of your obligations under this clause 22. We will invoice you for the costs of such repairs, maintenance or replacement undertaken by us at the end of each month. You must pay us no later than the 20th of the month following the date of invoice, unless your Agreement has terminated. In this case, you will pay us such costs as set out in clause 2.5.

23. NO ALTERATIONS WITHOUT PRIOR CONSENT

23.1 You must not make any alterations or additions to the House or fit or place television aerials, radio aerials or other accessories to the House or the Site (including lighting, artwork, garden features, sun shade or roller blinds), without our prior consent, except where clause 23.2 applies. We can give or withhold consent at our sole discretion.

23.2 If you have a disability, you have the right to alter the House if it does not meet your needs, subject to obtaining our prior consent. You will be responsible for making such alterations at your own cost. You will not be required to reinstate the House if you make such alterations.

24. DEALING WITH THIS AGREEMENT AND THE HOUSE

24.1 You are not entitled to transfer this Agreement or your interest in the Site or House (except as set out in clauses 52 and 53), give any mortgage or charge over your interest in this Agreement or the Site, sublet or allow any person to have possession or occupancy of the House on the Site.

24.2 You may grant a security interest over the House or your right to receive the Exit Payment, with our prior consent and provided we have entered into an arrangement with the person you wish to grant such a security interest to. Whether we enter into such an arrangement is at our sole discretion.

25. COMPLIANCE WITH RULES

25.1 You must, at all times, observe and comply with the Rules, and not do anything in contravention of the Rules. You must ensure that all guests or visitors you invite into the Village are aware of the Rules and comply with those Rules in all respects.

25.2 We are entitled from time to time to establish, review and amend the Rules at our sole discretion, provided that any establishment, review or amendment to the Rules does not affect or detract from your existing rights under this Agreement. If we make changes to the Rules, we will first consult with Village residents and will notify you of the changes before you are obliged to observe them.

25.3 If there is any inconsistency between this Agreement and the Rules, the provisions of this Agreement will override the Rules.

26. YOUR RELATIONSHIPS WITH OTHERS

26.1 You are not to do anything or allow anything to be done, within your control, which is or could be a nuisance or annoyance to, or cause distress to, other residents or to us.

26.2 You agree to abide by your obligations under the Code of Residents' Rights.

27. REPRESENTATIONS

27.1 If you have supplied us with reports and/or information in connection with your application for the Occupation Right, we have agreed to enter into this Agreement with you on the basis of such reports/information.

27.2 All statements made by you in such reports/information must be correct.

28. WILL AND NEXT OF KIN

28.1 You will provide for the final disposal of all property and possessions by the execution of a valid last will and testament on or before the Commencement Date.

28.2 You will keep us informed of the name, address and telephone number of your legal personal representative or next of kin.

29. ENDURING POWERS OF ATTORNEY

29.1 On or before the Commencement Date you must give us a copy of properly executed enduring powers of attorney given by you in respect of your property and in respect of your personal care and welfare. These powers of attorney must remain valid in the case of mental incapacity. You must also keep us informed of the current contact details of your attorneys.

29.2 Where there are two of you as the Resident, clause 29.1 applies to each of you. If the powers of attorney of one of you appoint the other as attorney, you must ensure that the powers of attorney name another person as a successor attorney in the event that the appointment of the first attorney ceases for any reason.

30. PRIVACY AUTHORISATION

30.1 In order to check your continued suitability to occupy the House on the Site and for Village administration purposes, we will need to collect and hold relevant personal information about you and in particular relating to your physical or mental health.

30.2 You authorise:

(a) us to collect the relevant personal information about you from any relevant agencies, in particular any health agencies who possess information relating to your physical and mental health;

(b) any agency to disclose such relevant information, and in particular, any health agency to disclose information relating to your health to us; and

(c) us to release any such relevant information to any independent medical practitioner who is required to make an assessment under clause 54.5 or any health or governmental agency.

30.3 During normal business hours, you have the right to access your personal information held by us and to require us to correct any errors in that personal information.

31. ALTERNATIVE ACCOMMODATION

31.1 For the purposes of this clause 31 the word "Certificate" means a certificate given by an independent medical practitioner certifying that the physical or mental health of one of you (where there are two of you as the Resident) is such that:

(a) the person to whom the Certificate relates cannot live safely in his/her House; or

(b) other residents, cannot live safely in their houses.

31.2 If a Certificate is given in respect of one of you, you both agree that you will arrange alternative accommodation and suitable care (which may be outside the Village) for the person to whom the Certificate relates as soon as practicable.

31.3 Any Certificate will be based on a medical assessment obtained by us at our cost. If we require such an assessment we will consult you, your family or appointed representative as appropriate. You agree to cooperate with us in obtaining this assessment. You may obtain a second opinion at your cost and present this to us.

32. TRANSFER

32.1 We acknowledge that you may wish to move to another house within the Village. Where possible, and subject to:

(a) the availability of another house;

(b) our being satisfied that the alternate house will be suitable for you; and

(c) you finding a new resident to purchase a lifetime site agreement (or an occupation right agreement) for the House,

we will endeavour to accommodate your requirements. The terms and conditions that will apply to your transfer to another house within the Village will be at our sole discretion.

INSURANCE

33. INSURANCE OF VILLAGE

33.1 We will, in respect of the Village as a whole, including the House, capital improvements, and additional fittings provided by residents (other than any Resident's Chattels), arrange and maintain a comprehensive insurance policy covering the Village for its full replacement value in respect of all usual risks including damage or destruction by fire, accident and natural disaster, and covering any other insurable risk which we may consider desirable, in our interests or in the interests of residents.

33.2 We will ensure that the insurance which we have arranged is to the satisfaction of the Statutory Supervisor.

33.3 You acknowledge that the insurance of the House and the infrastructure relating to the Site is arranged and maintained by us in exchange for your payment of the Insurance Payment. As beneficial owner of the House, you acknowledge that we are entitled to expend any insurance proceeds in respect of the House on repair or replacement of the House or payment under clause 60.3, if applicable.

34. INDEMNIFICATION OF OWNER

34.1 If we suffer any loss or damage as a result of your, or your visitors', carelessness or negligence, you must upon our demand:

(a) reimburse us for any insurer minimum or compulsory excess, where such loss or damage is covered by our insurance; or

(b) compensate and reimburse us in full, where such loss or damage is not covered by our insurance.

35. INSURANCE OF YOUR BELONGINGS (INCLUDING VEHICLES)

35.1 We strongly recommend that you maintain your own insurance policy to cover risks of loss or damage to your own possessions in the House. You must maintain cover for your motor vehicle(s) under an appropriate motor vehicle insurance policy. Irrespective of cause, we will have no responsibility, under any circumstances, for loss of or damage to any of your property or vehicles.

OUR OPERATION OF THE VILLAGE

36. MANAGEMENT OF VILLAGE

36.1 We will use reasonable care and skill in ensuring that the affairs of the Village are conducted properly and efficiently.

36.2 We will use reasonable care and skill in the exercise and performance of our powers, functions and duties.

36.3 We reserve the right to appoint a management company to undertake the day to day management of the Village.

37. CODE OF PRACTICE

37.1 The Code of Practice is given effect to in this Agreement. We will meet all requirements of the Code of Practice (subject to any exemptions we may obtain).

38. POLICIES AND PROCEDURES

38.1 We have and will maintain written policies and procedures in respect of the following matters:

(a) Staffing of Village;

(b) Safety and personal security of residents;

(c) Fire protection and emergency management (including access for people with disabilities);

(d) Transfer of residents within the Village;

(e) Meetings of residents with us and resident involvement;

(f) Dealing with complaints by Village residents;

(g) Accounts;

(h) Maintenance and upgrading;

(i) Termination of this Agreement; and

(j) Communication with residents.

39. PROVISION OF SERVICES AND MAINTENANCE OF VILLAGE

39.1 We will:

(a) Supply the House with standard connections for water, telephone, television and electricity;

(b) Provide security services, being closed circuit television cameras, night security patrols and swipe card or key pad access to boat and caravan parking areas or such other security services as we consider appropriate from time to time;

(c) Maintain and keep in good condition and order the common areas, pathways and grounds surrounding the buildings including the gardens, trees, shrubs and irrigation system (except for private gardens or patios maintained by residents under clause 22.4);

(d) Maintain and keep maintained in good condition and order all buildings and carpark areas in the Village (except for the houses which must be maintained by residents under clauses 22.1 to 22.3); and

(e) Maintain and keep maintained in clean and safe working order, suitable for their intended use, all buildings, plant and equipment.

39.2 We will make and adhere to a longterm plan for maintaining and refurbishing the Village.

39.3 We will not be responsible for any failure in the provision or maintenance of utility services, such as electricity, gas, telephones, tolls and water for any reason at all.

40. PAYMENT OF VILLAGE OUTGOINGS

40.1 We will ensure that all outgoings in respect of the Village are paid within a reasonable period after they become due and payable.

41. COMMUNICATION POLICIES

41.1 We have and will maintain written policies and procedures for communicating with residents who speak English as a second language or who have a limited ability to communicate. These policies and procedures will be available to a Resident on request.

42. CODE OF RESIDENTS' RIGHTS

42.1 We have adopted a Code of Residents' Rights and this has been handed to you prior to your signing this Agreement.

42.2 You are entitled to further copies of the Code of Residents' Rights at any time on request.

43. RIGHTS TO COURTESY AND NONEXPLOITATION

43.1 We will ensure that we, all of our staff and all people who provide services at the Village, treat Village residents with courtesy and respect their rights.

43.2 We will ensure that we, all of our staff and all people who provide services at the Village do not exploit Village residents.

44. WE WILL CONSULT WITH YOU

44.1 We will consult with you about any proposed changes in:

(a) the services and benefits we provide;

(b) your payments,

that will or might have a material impact on your occupancy or your ability to pay for the services and benefits we provide.

44.2 If we decide to sell or dispose of our interest in the Village, we will consult with the Village residents and ensure that any purchaser consults with the Village residents before we sell or dispose of our interest in the Village. Our consultation with Village residents will take place:

(a) at a time directed by the Statutory Supervisor; or

(b) if there is no Statutory Supervisor, at an appropriate time that is a reasonable time before settlement of the transaction.

44.3 We will consult with Village residents before appointing a new company or entity as manager. We will not consult with Village residents if we or a management company appoint new staff in managerial roles.

45. WE WILL NOTIFY YOU

45.1 We will promptly notify you about any matter that would or might have a material impact on:

(a) your Occupation Right, or your rights to quiet enjoyment.

(b) your payments in consideration of your Occupation Right or your right to services or and facilities within the Village.

46. YOUR RIGHT TO COPY OF FINANCIAL STATEMENTS

46.1 We will give to you, when you request, free of charge a copy of the most recent audited financial statements prepared by us under the Retirement Villages Act.

46.2 Our obligation under clause 46.1 will apply, regardless of termination of this Agreement, until you have received your Exit Payment.

46.3 We will prepare, at the start of each Accounting Period, a statement forecasting for that period:

(a) the operating expenditure relating to the Village; and

(b) all expenditure relating to the Village (including amounts repayable to residents, former residents and their estates); and

(c) all income relating to the Village; and

(d) the amounts of the operating expenditure that must be met by the residents of the Village.

46.4 We will give a copy of the statement prepared under clause 46.3 to you and to all the other residents of the Village within three months of the start of each Accounting Period.

47. FURTHER DEVELOPMENT OF THE VILLAGE

47.1 You acknowledge that as the Village is developing, further houses will be constructed on sites. This may cause some inconvenience, traffic and noise. However we will endeavour to minimise any adverse effect on you.

47.2 We are entitled periodically to provide additional buildings, areas or amenities as part of the Community Facilities, or to remove buildings, areas or amenities from the Community Facilities permanently or temporarily.

47.3 We are entitled, as set out in the Deed of Supervision, to improve, extend, add to, reduce or alter the Village or in any manner whatsoever alter or deal with the Village. In undertaking such further development, we will use our best endeavours to cause as little inconvenience to you as is practical in the circumstances.

47.4 You are not entitled to make any objection or claim compensation in respect of any further development or building works we undertake. You will, if we require, sign all consents and other documents as may be required to give effect to such further development.

47.5 You agree that we are entitled to sell any part of the Village which has not been developed and which we deem to be surplus to our needs.

48. DISPOSE OF/SUBCONTRACT OUR RIGHTS

48.1 We are entitled to market, sell, assign or dispose of our interest under this Agreement. If we do so, we recognise our obligation to consult with you as set out in clause 44.2.

48.2 With effect from the date of sale, assignment, or disposal, all our rights and obligations under this Agreement will pass to the replacement operator, and we will have no further rights and no further obligations to you under this Agreement. You agree to continue to observe and perform all your obligations under this Agreement for the benefit of the replacement operator.

48.3 If requested, you agree to sign a deed of novation of this Agreement in favour of the new operator of the Village and such deed will be in the form provided by us.

48.4 We are entitled at any time without restriction to subcontract our operation rights and obligations to another suitably qualified operator. No such subcontracting will change the basic relationship between us and you, and we will continue to be obliged to perform and observe the terms of this Agreement. If we do subcontract our rights and obligations for any period under this Agreement, then the subcontracted operator will be our representative for all purposes under this Agreement, and you will comply with all instructions, notices, directions and decisions of the subcontracted operator as if we had issued them directly.

DEFAULT

49. YOUR DEFAULT

49.1 If you default at any time in the observance or performance of your obligations under this Agreement we may, without prejudice to any of our rights, powers or remedies, at your cost, pay money and do things in our opinion reasonably necessary for the performance of your obligations.

(a) We will consult you before paying such money or doing such things.

(b) You will immediately pay us all money we paid and the costs of us doing such things. Until we receive such payment, the money we paid and costs we incurred will be treated as an advance by us and you must pay interest on that advance at the Default Interest Rate.

49.2 Alternatively, upon such default, if the default is significant or becomes significant because it continues, we may terminate this Agreement in accordance with clause 54.11.

50. DEFAULT INTEREST

50.1 You must duly and promptly pay us each and every payment required to be made by you in this Agreement. If you fail to pay to us the House Payment (where payable to us) on the Commencement Date or such other date that you and we agree, or if you fail to make any other such payment for five Working Days after the payment is due, you must pay default interest at the Default Interest Rate on the payment, calculated on a daily basis from the due date until the day we receive payment.

50.2 Our entitlement to charge default interest under this clause does not limit or replace any other rights available to us in respect of your default.

LEAVING THE VILLAGE

51. OVERVIEW

51.1 If you decide you would like to move out of the Village or if you die (or, where two of you have jointly signed this Agreement, the surviving Resident dies), the following clauses set out the process that applies:

(a) You can sell your interest in the House to a purchaser of a lifetime site agreement or occupation right agreement, subject to the provisions in clause 52; or

(b) Your right to sell is subject to our Option to Purchase your interest in the House from you as set out in clause 53.

51.2 Clause 54 sets out some events that terminate this Agreement, including termination by you, termination by us and automatic termination.

51.3 Clauses 57 to 61 set out what happens if the House is damaged or destroyed.

52. YOUR SALE OF YOUR INTEREST IN THE HOUSE

52.1 Your right to sell, transfer, assign or otherwise dispose of your interest in the House is subject to our Option to Purchase. If we do not exercise our Option to Purchase, you may sell your interest in the House to a third party in accordance with the provisions of this clause 52.

52.2 You are solely responsible for the marketing and sale of your interest in the House at your cost. However, you must consult with us before you market the House and you must only market it in accordance with our then standard marketing guidelines for the Village.

52.3 At your request we will use our best endeavours to assist you to obtain a new resident for the House who meets the requirements set out in clause 52.5.

52.4 Except as set out in this clause 52, you will not transfer this Agreement or any legal or equitable interest you may have in the House.

52.5 You must sell, transfer, assign or otherwise dispose of your interest in the House only to persons who:

(a) are over the age of 50 years (unless otherwise approved by us);

(b) have been approved by us as suitable residents for the Village;

(c) have agreed to pay no less than the market value for the House, (unless we have otherwise agreed to a lesser amount), such market value to be agreed between you and us or, failing agreement, determined in accordance with clause 53.4 or 53.5 below; and

(d) have agreed to enter into a lifetime site agreement (or occupation right agreement) with us on our then standard terms and conditions.

52.6 Prior to settlement of the sale, transfer, assignment or other disposition of your interest in the House, you will hand us a lifetime site agreement (or occupation right agreement) properly signed by the purchaser of your interest in the House required by us under clause 52.5(d). We reserve our right to set the amount of the termination fee charged to the purchaser of your interest in the House, which may be a higher percentage than the Termination Fee payable by you.

52.7 Upon the date of the sale of your interest in the House to a third party, this Agreement is deemed automatically terminated and that date will be the Termination Date.

52.8 Where we have not exercised our Option to Purchase and you are selling to a third party, the date of settlement of the sale by you of your interest in the House to that third party is the Exit Payment Date.

52.9 If we decide not to issue a new lifetime site agreement or occupation right agreement for the Site we agree to promptly exercise our Option to Purchase.

53. OUR OPTION TO PURCHASE

53.1 You grant us an irrevocable first Option to Purchase your interest in the House on the terms set out in this clause 53.

53.2 You agree to give us written notice of your intention to sell or dispose of the House.

53.3 Upon receiving your notice (or from any earlier Termination Date) we may exercise our Option to Purchase by providing you with written notice at any time within 30 Working Days of your notice or any earlier Termination Date ("Option Expiry Date") at a purchase price to be agreed by you and us.

53.4 Failing an agreement between you and us on the purchase price by the Option Expiry Date, the purchase price will be the market valuation of your interest in the House as determined by a valuer appointed by us, at our cost.

53.5 If you do not agree with our valuation, you may obtain a second valuation, at your cost. Once we receive your valuation we will consider your valuation and meet with you in order to reach agreement on the purchase price. If you and we are unable to reach agreement on the purchase price within 20 Working Days of the date we received your valuation, then the purchase price will be set by an umpire appointed by ours and your valuers which umpire will hear the evidence of both valuers and make a determination, which determination shall be binding upon us and you..

53.6 Any valuations pursuant to clause 53.4 or 53.5 must comply with the following:

(a) Valuations must be carried out by an independent registered valuer who is experienced in valuing retirement village residential units; and

(b) In determining the value, the valuer must take into account that any purchaser of the House must enter into a lifetime site agreement or an occupation right agreement on similar terms and conditions to this

Agreement, and the valuer must not take into account any interest in the Site itself.

53.7 We will pay you the Exit Payment (being the amount set out in clause 53.3, 53.4 or 53.5, as applicable) on the Exit Payment Date being the date that is 20 Working Days after the date of our notice to you exercising our Option to Purchase.

53.8 If we have exercised our Option to Purchase, you will transfer your interest in the House to us free of any encumbrances on or prior to the Exit Payment Date, in consideration of us paying you the Exit Payment, and this Agreement will be deemed terminated.

53.9 Prior to the Exit Payment Date you will execute a Unit Purchase Agreement for transfer of your interest in the House to us in a form to be determined by us.

53.10 To give effect to clause 53.9 and in consideration of the grant of the Occupation Right by us to you, you (and if there is more than one of you, then each of you jointly and severally) irrevocably appoint us to be your attorney to sign such Unit Purchase Agreement and any related documentation. You confirm that you ratify any such signing by us. You agree to sign a separate power of attorney making this appointment at our request.

54. TERMINATION EVENTS

Termination by Resident

54.1 You may terminate this Agreement, at your option, at any time. If this Agreement is terminated by you, you must sell, transfer, assign or otherwise dispose of your interest in the House on the terms set out in clause 52, subject to our Option to Purchase.

Automatic termination

54.2 This Agreement will automatically terminate on the day that you die, or, where two of you have jointly signed this Agreement, the surviving Resident dies (as the case may be). This day will be the Termination Date.

54.3 This Agreement will automatically terminate as set out in any written agreement between you and us for the automatic termination of this Agreement. The day stipulated in that agreement will be the Termination Date.

54.4 If this Agreement is automatically terminated, you must sell, transfer, assign or otherwise dispose of your interest in the House on the terms set out in clause 52, subject to our Option to Purchase.

Termination by Operator

Health

54.5 We may terminate this Agreement if, based on a medical assessment obtained by us at our cost under clause 54.6, an independent medical practitioner has certified that your physical or mental health is such that you cannot live safely in the House or other residents in the Village cannot live safely in their houses.

54.6 Should we wish to obtain a medical assessment as set out in clause 54.5, then:

(a) we will give you not less than 14 days' notice of our intention to require you to have a medical assessment;

(b) we will consult with you, your family or appointed representative where appropriate;

(c) you agree to cooperate with us in obtaining this assessment;

(d) if there are two of you, and clause 54.5 applies to only one of you, we will not terminate this Agreement for this reason provided you comply with clause 31.2;

(e) you may obtain a second opinion at your cost and present this to us within 7 days of your being advised of the assessment we have obtained as provided for in clause 54.5.

54.7 If we have complied with our obligations in clauses 54.5 and 54.6 and the circumstances giving rise to our right to terminate have not changed, then we will give you not less than one month's written notice of termination.

Serious Damage, Injury, Harm or Distress

54.8 We may terminate this Agreement if you have intentionally or recklessly caused or permitted, or you are highly likely to cause or permit:

(a) serious damage to the House or Community Facilities;

(b) damage to the House or Community Facilities which is not of itself of a serious nature but which is made so by its continuous nature; or

(c) serious injury, harm or distress to us or to another resident or any of our employees or visitors or any of your visitors.

54.9 Should we wish to terminate this Agreement under clause 54.8, then we will give you as much initial written notice as is reasonable in the circumstances that we intend to terminate this Agreement unless the default is remedied. When determining the period of notice required to remedy the default, we will take into account the nature and extent of the damage, injury, harm or distress concerned.

54.10 If we have complied with our obligations in clause 54.9 and the circumstances giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you as much final written notice as is reasonable in the circumstances.

Permanent Abandonment or Breach of Agreement

54.11 We may terminate this Agreement if:

(a) you have permanently abandoned the House; or

(b) you have breached this Agreement in a material way.

54.12 Should we wish to terminate this Agreement under clause 54.11, then we will give you not less than one month's initial written notice that we intend to terminate this Agreement unless the breach or circumstances are remedied.

54.13 If we have complied with our obligations in clause 54.12 and the breach or circumstances giving rise to our right to terminate have not changed or been remedied, and we still wish to terminate this Agreement, then we will give you not less than one month's final written notice of termination.

General

54.14 If we have initiated termination under clause 54.7, 54.10 or 54.13:

(a) The Termination Date will be the first Working Day after the expiry of the applicable notice period set out in clause 54.7, 54.10 or 54.13;

(b) The Exit Payment will be calculated as per the valuation methodology set out in clause 53;

(c) The Exit Payment Date is five Working Days after the Termination Date; and

(d) You must immediately transfer your interest in the House to us on the Termination Date by executing a Unit Purchase Agreement for transfer of your interest in the House to us in a form to be determined by us. To give effect to this clause and in consideration of the grant of the Occupation Right by us to you, you (and if there is more than one of you, then each of you jointly and severally) irrevocably appoint us to be your attorney to sign such Unit Purchase Agreement and any related documentation. You confirm that you ratify any such signing by us. You agree to sign a separate power of attorney making this appointment at our request.

55. DEPARTURE FROM HOUSE

55.1 You must vacate the House and the Site on the Termination Date.

55.2 You must remove all the Resident's Chattels, personal belongings, effects and vehicles from the House, the Site and the Village on or before the Termination

Date or, where termination occurs under clause 54.2, fifteen Working Days after the Termination Date. You must make good any damage caused to the Village in removing these items.

55.3 If you do not remove these items by the required date then we may remove them and store them at your expense and cost. If you have not taken possession of these items within a further one month we may sell the items and, after deducting our expenses of removal, storage and sale, pay the proceeds to you.

56. OUR EXIT PAYMENT TO YOU

56.1 On or before the relevant Exit Payment Date, you and we agree to make payment of the relevant amounts set out in clause 2.5.

56.2 If the Exit Payment must be made to your personal representative, then in accordance with the Statutory Supervisor's requirements, your personal representative must hold probate of your will, or letters of administration of your estate. If there is any delay in meeting these requirements in this regard then the money due to your estate will be lodged on interest bearing deposit, with interest to accrue to the benefit of your estate until these requirements have been met.

DAMAGE OR DESTRUCTION OF THE HOUSE

57. DAMAGE OR DESTRUCTION

57.1 If the House is damaged or destroyed by fire, accident, natural disaster or any other risk ("Damage Event") the following provisions in clauses 57 to 61 apply.

57.2 You and we both acknowledge that if a Damage Event occurs, the time frames for consulting, deciding, providing alternative accommodation and undertaking any works may well depend on circumstances outside our control. Accordingly the phrase "as soon as reasonably practicable" shall mean taking all relevant circumstances into account.

58. CONSULTATION

58.1 Following a Damage Event we will consult with you to decide whether it is practicable to repair or replace the House. We will endeavour to consult with you and notify you of our decision as soon as reasonably practicable after the Damage Event. After we have consulted with you, we will notify you in writing of our decision.

59. REPAIR OR REPLACEMENT OF HOUSE

59.1 If we have decided it is practicable to repair and replace the House, we will fully repair or replace the House as soon as reasonably practicable. However, we are not bound to expend any more money than the actual amount of the insurance money we receive.

59.2 Subject to clause 59.1 above, if we have decided to replace the House we will endeavour to ensure that it is replaced to a design we consider appropriate and to a standard at least equal to that of the House prior to the Damage Event, subject to us receiving the necessary building consents to do so and subject to consultation with you.

59.3 You permit us to carry out such repairs or replacement to the House as determined by us following consultation with you.

Suspensions of Payments during Repair or Replacement

59.4 If the House becomes uninhabitable following a Damage Event and which is not as a result of any of your, or your visitors', acts or omissions, your requirement to pay the Occupancy Fee, Insurance Payment and any Additional Fees will be suspended from the date of the Damage Event to the date the House (or its replacement) is ready for occupation by you following repair or replacement.

Temporary Accommodation

59.5 Following the Damage Event we will use our best endeavours to provide alternative temporary accommodation for you while the House is being repaired or replaced or until this Agreement is terminated. Such accommodation may be outside of the Village and will be provided as soon as reasonably practicable after the Damage Event occurs.

59.6 We will be responsible for the cost of providing such accommodation to you for as long as we receive adequate amounts from our insurer for such costs and up to a maximum of 24 months. If our insurance for such costs is exhausted, you will be responsible for such costs.

59.7 You must pay us any outgoings relating to such accommodation and any charges for personal services provided to you whilst you are staying in temporary accommodation.

59.8 If a facility in the Village is being repaired or replaced following an insured event, we will use our reasonable endeavours to provide alternative facilities at our cost as soon as reasonably practicable.

60. TERMINATION OF AGREEMENT

60.1 Following a Damage Event and after consultation with you under clause 58, we may (in our sole discretion) decide it is not practicable to repair or replace the House in the following circumstances:

(a) repair or replacement of the House is not practicable due to the nature or extent of the damage or destruction;

(b) we are unable to obtain the necessary building consents to repair or replace;

(c) the insurance money we receive is not adequate to meet the cost of repairing or replacing the House;

(d) we receive no insurance money.

60.2 If we decide not to repair or replace the House under clause 60.1, this Agreement will automatically terminate on the date we write to you notifying you of our decision, unless clause 61 applies.

60.3 If this Agreement terminates under clause 60.2, we will pay you an amount equal to your original House Payment without deduction of a Termination Fee. However, we will be entitled to deduct any amounts due to us under clauses 2.5(b) and 2.5(c). Clause 56.2 applies to such payment.

60.4 If this Agreement terminates under clause 60.2 the Exit Payment Date is 10 Working Days after the date we or the Statutory Supervisor receives full payment from our insurers for the loss or damage and you agree to transfer your interest in the House to us on such date as set out in clause 54.14.

61. TRANSFER TO ANOTHER HOUSE

61.1 If we decide not to repair or replace the House, we may offer you an option to transfer to an alternative house (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by us which is in reasonable proximity to the Village, with regard to the circumstances giving rise to the Damage Event.

61.2 If we offer you such option, the House Payment for the alternative house will be comparable to the House Payment for the House.

61.3 If you accept such option you will be responsible for moving yourself and your belongings at your own cost and your legal costs in relation to entering into a new lifetime site agreement or occupation right agreement for the alternative house on our then standard terms and you agree to transfer your interest in the House to us as set out in clause 54.14.

61.4 If we offer you an option to transfer to an alternative house and you do not accept such option, this Agreement will be deemed terminated by you and clause 54.1 will apply.

62. DAMAGE OR DESTRUCTION OF PART OF THE VILLAGE

62.1 If a substantial part of the Village is damaged or destroyed, even if the House is not damaged, we will consult with you to decide whether it is practicable to repair or replace such part of the Village. If you decide to terminate this Agreement in these circumstances, you must sell your interest in the House in accordance with clause 52, subject to our Option to Purchase.

COMPLAINTS FACILITY AND DISPUTES RESOLUTION

63. DISPUTE RESOLUTION (EXCEPT A DISPUTE REGARDING DISPOSAL OF HOUSE)

63.1 Notwithstanding any other provision in this Agreement, any complaint or dispute (except a dispute regarding the disposal of the House) shall be dealt with in accordance with this clause 63.

Your complaint

63.2 If you have a complaint you must first refer the complaint to us as set out in our complaints policies or procedures.

63.3 20 Working Days after you referred the complaint to us, you may be able to require the matter to be resolved by a disputes panel established under the Retirement Villages Act 2003 by giving us and/or any other party a dispute notice.

Our complaint

63.4 If we have a complaint concerning you we must first notify you of that complaint. We must then make reasonable efforts to resolve our complaint with you.

63.5 20 Working Days after we notified you of the complaint, we may be able to require the matter to be resolved by a disputes panel by giving you and any other party a dispute notice.

64. DISPUTE RESOLUTION FOR DISPUTE REGARDING DISPOSAL OF HOUSE

64.1 Notwithstanding any other provision in this Agreement, a dispute regarding the disposal of the House will be dealt with in accordance with this clause 64.

64.2 If you have a complaint because we have not found a new resident for the House within nine months after the House became available to us for disposal, you may be able to give us a dispute notice in accordance with the Retirement Villages Act 2003.

MEETINGS

65. RESIDENTS' MEETINGS

65.1 We will call meetings of residents of the Village in the circumstances and for the purposes set out below:

Circumstances	Purpose
An annual general meeting within 6 months after the end of an accounting period for which financial statements	Considering the financial statements, a report from the statutory supervisor (if any), a report on maintenance and any other matters

Circumstances	Purpose
must be prepared for the operator or the retirement village	
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
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
Where the Act, Regulations or the Code of Practice require us to obtain the consent of residents of the village	To obtain the consent of residents of the Village
Where other enactments, the resident's Occupation Agreement or other such documents require us to obtain the residents' collective consent	To obtain the residents' collective consent

65.2 We will provide written notice of the meeting to you and each resident of the Village in the manner set out in clauses 66.2 and 66.3 at least 10 Working Days before the meeting. The notice will specify the time, place and agenda of the meeting, and all papers to be considered at the meeting will be attached.

65.3 You and we agree that the meetings will be chaired by a person:

(a) appointed by the Statutory Supervisor; or

(b) appointed in accordance with the conditions (if any) of an exemption (if any) that we may have from appointing a statutory supervisor; or

(c) appointed by the majority of the residents of the Village who are at the meeting if an appointment has not been made under paragraphs (a) or (b) above.

65.4 We will give to you and the other residents attending the meeting, either orally or in writing, the information that:

(a) relates to the affairs of the Village; and

(b) has been requested with reasonable notice by a resident of the Village.

GENERAL

66. GENERAL PROVISIONS

No waiver

66.1 Any failure by us to insist upon your strict performance, observance or compliance with any of your obligations under this Agreement, or our waiver of your breach of any terms of this Agreement shall not be construed to be a waiver or relinquishment by us of our right to insist upon your strict compliance with all or any one or more of the terms of this Agreement.

Notices

66.2 All notices may be given by delivering such notice either personally or by leaving it at, or sending it to, the person's last known or usual place of residence or business.

66.3 If a notice addressed to a person at the person's last known or usual place of residence or business is posted, it is deemed, in the absence of evidence to the contrary, to have been received at the time when it would in the ordinary course of post be delivered.

Our consent

66.4 If, under this Agreement, the doing or execution of any act, matter or thing by you requires our consent or approval, such consent or approval may be given conditionally or unconditionally or withheld by us in our sole discretion.

In writing

66.5 All notices and consents or approvals given under this Occupation Agreement must be in writing.

Nonmerger

66.6 Our and your obligations set out in the following provisions of this Agreement will continue until the specific terms of the provision have been complied with or on any later date upon which we have paid you the Exit Payment:

(a) Clauses 9 to 26 inclusive;

(b) Clause 46.1; and

(c) Clauses 52 to 63 inclusive.

Severability

66.7 If any provision of this Agreement is declared illegal, invalid or unenforceable this Agreement shall be read as if such provision were not contained in it. You and we shall endeavour in good faith negotiations to replace any such illegal, invalid or unenforceable provisions.

Procedure if there ceases to be a statutory supervisor

66.8 If the Statutory Supervisor at the Commencement Date, or any replacement statutory supervisor, ceases to be the Statutory Supervisor of the Village, then we will promptly appoint a new statutory supervisor with the required qualifications to act as statutory supervisor of the Village in accordance with the procedures set out in the Retirement Villages Act and the Deed of Supervision.

66.9 If we and the residents of the Village by extraordinary resolution passed at a meeting held in accordance with the Deed of Supervision decide that there shall be no statutory supervisor for the Village, then we will make application to the Registrar of Retirement Villages under the Retirement Villages Act for an exemption from having a statutory supervisor for the Village. If the exemption is approved, then we will abide by all the conditions required by the Registrar of Retirement Villages.

Counterparts

66.10 This Agreement may be signed in counterparts. All executed counterparts together will constitute one document. Any copy of this Agreement sent via email in PDF format or by facsimile may be relied on by any other party as though it were an original. This Agreement may be entered into on the basis of an exchange of such copies.

SCHEDULE ONE - VILLAGE OUTGOINGS

The Village Outgoings means all costs, charges, expenses, wages, salaries, fees and other outgoings paid or payable in relation to the management, supervision and operation of the Village and include (without limitation):

(a) rental payable under the Operator's ground lease of the land on which the Village is situated;

(b) all taxes (except income tax or capital taxes in respect of our income or profits) in respect of the Village and the land on which it is situated;

(c) all rates, levies, charges, assessments and fees payable to any government, territorial or local authority in respect of the Village and the land on which it is situated;

(d) the cost of compliance with any statute, regulation, bylaw or other lawful obligation in respect of the Village;

(e) the charges for water, gas, electricity, fuel, telephone and tolls, sewerage and equipment leases and other utilities, services or requirements furnished or supplied to us for the Village and its residents, and not otherwise specifically the responsibility of a resident;

(f) the costs of operating, supplying, maintaining, inspecting, testing and repairing all services from time to time provided by us, including electrical and plumbing services, emergency or other alarm services or systems (if any), television network system (if any), and plant and equipment required for any such services;

(g) all NZ Fire Service charges or the maintenance charges for all fire detection and fire fighting equipment;

(h) insurance premiums relating to all buildings, the Community Facilities (but excluding your personal belongings and vehicle(s)) and any associated valuation fees (and excluding the Houses and infrastructure relating to the Sites, the costs of insuring which are included in the Insurance Payment);

(i) salaries, wages, fees, other remuneration, Accident Compensation Corporation charges, superannuation payments and other employment related expenses for persons engaged in the administration, management and operation of the Village;

(j) a reasonable annual management fee in respect of the management services provided by us or any company or entity we appoint as manager of the Village;;

(k) the costs of providing security (including cameras and patrols), rubbish collection, cleaning, gardening (including maintenance of the irrigation system), lawn mowing and other services for the general use and benefit of the residents;

(l) the cost of replacing minor capital items;

(m) the costs of maintaining and repairing all buildings, Community Facilities and the Village generally (except the Houses), but excluding any maintenance, repair and replacement costs payable by you pursuant to the provisions of your Agreement;

(n) a reasonable allowance for depreciation of the chattels in the Community Facilities;

(o) appropriate fees and expenses of the Statutory Supervisor and all other accounting, audit and legal costs incurred in the administration of the Village, and including all costs relating to maintaining Village registration under the Retirement Villages Act;

(p) registration fees, accreditation costs and levies relating to our membership of the Retirement Villages Association of New Zealand (Incorporated) or any similar association.

SCHEDULE TWO -
SPECIAL OBLIGATIONS

Not applicable

SCHEDULE THREE - RULES

No blockages, rubbish, obstructions

(a) You are not to do anything or allow anything within your control to occur, which could cause any blockage of stormwater drains or sewage outlets servicing the House or the Village.

(b) You may only deposit rubbish in approved receptacles and you are not to defile any part of the land or buildings on or in the Village.

(c) You are not to leave or place in the pathways corridors driveways or parking area or in the grounds or communal facilities of the Village any receptacles or obstructions whatsoever.

(d) You must keep the Site clear of any obstructions that may prevent the use of lawn mowers or other service equipment.

Restriction on domestic pets

(e) You may keep a cat, dog, bird or other pet or animal in the Village subject to you obtaining our prior approval which shall be at our sole discretion. Any approval we give under this clause maybe withdrawn by us at any time.

Restrictions on noise making devices

(f) You may erect, install or place on or outside any House any audible burglar alarms subject to your obtaining our prior approval.

EXECUTION

Your signing of this Agreement:

Signature of Resident:		
Name of Resident:	**Mary Leonie Johnson**	**David Harold Johnson**
Witness signature: *		
Name:	Peter Andrew Oliver	Peter Andrew Oliver
Address:	Solicitor / Notary Public Auckland	Solicitor / Notary Public Auckland
Occupation:		

* To be witnessed by the lawyer who certifies this Agreement.

Date you signed this Agreement: 19 August 2020.

Our signing of this Agreement:

For and on behalf of Papamoa Sands Lifestyle Village Limited

Signed by
Jennifer Helen Baldwin
as authorised signatory

LAWYER'S CERTIFICATE

Lawyer's certification

Name of Village: Papamoa Sands Lifestyle Village

Registration number of village: 2603203

I, Peter Andrew Oliver Solicitor / Notary Public Auckland [*name of lawyer*], certify that:

(a) I explained to Marie Leonie Johnson & David Harold Johnson the general effect of the attached licence and its implications before he or she signed the licence; and

(b) I gave the explanation in a manner and in language that was appropriate to the age and understanding of Mary Leonie Johnson and David Harold Johnson

Dated: 14 August 2020

Signed: PAOliver [*signature of lawyer*]

Name: Peter Andrew Oliver Solicitor / Notary Public Auckland [*name of signatory*]

Street address: Daniel Overton & Goulding Solicitors
33 Selwyn Street
Onehunga Auckland
[*insert street address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works*]

Postal address: P.O. Box 13017
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[*insert postal address of lawyer, including the name of the organisation (such as firm or chambers) within which the lawyer works*]

Email address: peter@doglaw.co.nz
[*insert email address of lawyer*]

Telephone number: 09 6222 222
[*insert telephone number of lawyer*]

Fax number (optional): ____________________
[*insert fax number for lawyer, if desired*]].