DISCLOSURE STATEMENT

WHITBY LAKES VILLAGE

26 SEPTEMBER 2025

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WHITBY LAKES VILLAGE

DISCLOSURE STATEMENT

Pursuant to the Retirement Villages Act 2003 and the Retirement Villages (General) Regulations 2006

This Disclosure Statement sets out details about the Village, Whitby Lakes Village, the Operator, Whitby Lakes Village Limited Partnership, and the rights and obligations a Resident has relating to a Dwelling at the Village.

Specific details and information relating to a particular Resident's personal interest in the Village can be found in the Schedule attached to this Disclosure Statement.

Capitalised terms used in this Disclosure Statement are explained in the Glossary on page 24.

DETAILS OF VILLAGE AND OPERATOR

Date of Disclosure Statement:	26 September 2025
Date of Registration:	Lodged for registration on 26 September 2025
Village's Registered Office and Address for Service:	Level 2, 17 Falcon Street, Parnell, Auckland 1052
Village's Street Address:	1 Newhaven Way, Whitby, Porirua
Operator's Registered Office and Street Address:	Level 2, 17 Falcon Street, Parnell, Auckland 1052
Operator's Contact Details:	Phone: 09 437 5844
Operator's Agent:	Guy Eady Director
Operator's Agent's Contact Details:	Phone: 021 798 848 Email: guy.eady@thebegroup.co.nz
Manager:	BeGroup Management Limited
Manager's Contact details	C/- Level 2, 17 Falcon Street, Parnell, Auckland 1052 Phone: 021 798 848

IMPORTANT INFORMATION FOR INTENDING RESIDENTS

Decisions about retirement villages are very important. They have long-term personal and financial consequences.

You should read this disclosure statement carefully.

This disclosure statement draws your attention to some of the important matters you should consider before deciding to enter a retirement village.

Ask questions.

You must obtain advice from a lawyer independent of the Operator of the village before you sign an occupation right agreement (i.e., a document which confers on any person the right to occupy a Dwelling within the village and specifies any terms or conditions to which that right is subject).

It is common for there to be misunderstandings by residents and their families about:

- the kind of legal interest that the resident has in the village;
- what happens if the resident or their family wants to exit an occupation right agreement;
- the fees and charges that apply to entering, moving between units within, and leaving the village;
- the ongoing fees and charges.

It is important that you and your family understand what is involved in entering into an occupation right agreement to join a retirement village.

Although in most cases you will have 15 working days to cancel an occupation right agreement after signing it, you should consider the issues carefully before you sign any application form or agreement.

INFORMATION ABOUT AVOIDING OCCUPATION RIGHT AGREEMENT

Section 31 of the *Retirement Villages Act 2003* gives you the right to avoid an agreement that you enter into for the right to occupy a Dwelling in a retirement village, but only if you enter into the agreement in the circumstances described in a row of the table below and the circumstances involve:

(a) a significant detriment to you; or

(b) a material (not merely technical or minor) breach of the Act; or

(c) deliberate misconduct by the operator of the village.

You can use the right only by giving written notice to the operator of the village, and the statutory supervisor (if there is one) of the village, within the period described in the relevant row of the table.

Circumstances	Period
The village was not registered, but was required to be	3 years after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
The registration of the village was suspended and the operator had been notified of the suspension	3 years after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
The agreement did not contain, in clear and unambiguous form, the material it was required by the Act to contain	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
You did not receive independent legal advice before entering into the agreement	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first
Before entering into the agreement, you did not receive a disclosure statement that complied with the Act, the residents' code of rights, the code of practice or a statement when the code would come into force, and a copy of the agreement	1 year after you entered into the agreement or 6 months after you knew, or ought to have known, the circumstances existed when you entered into the agreement, whichever ends first

You should seek legal advice before using the right.

If you use the right, you are entitled to a refund of some amounts you paid for the right to occupy the unit and for services or facilities that were not provided, interest on those amounts, and your actual and reasonable costs associated with using the right (such as legal expenses and removal costs).

The operator may dispute your use of the right, refer the dispute to a disputes panel under the *Retirement Villages Act 2003*, and refuse to pay the refund while the dispute is unresolved.

COOLING-OFF PERIOD

A resident also has certain rights during their cooling-off period. Please see paragraph 10 below for further details. Following is a copy of Section 28 of the Retirement Villages Act 2003:

(1) An occupation right agreement must contain a provision allowing a resident (other than a person who is a resident solely because paragraph (c) of the definition of resident applies to that person) to cancel the agreement,—

(a) without having to give any reason, by notice given not later than 15 working days after the agreement is signed by the resident; and

(b) if the agreement relates to a Dwelling to be built or completed at a later date and the Dwelling is not finished to the point of practical completion within 6 months after the proposed date for completion of the unit, by notice given at any time after the expiry of that 6-month period.

(2) Notice of cancellation—

(a) must be in writing and in a form that indicates (irrespective of the exact words used) the intention of the resident to cancel the agreement; and

(b) may be given by the resident or any person authorised in writing by the resident to act on his or her behalf.

(3) The notice may be given to—

(a) the operator; or

(b) the real estate agent or other person who dealt with the resident on behalf of the operator when the resident acquired an occupation right, unless the operator has notified the resident that the person has ceased to act on behalf of the operator; or

(c) any person who the operator has notified the resident is a person authorised to receive communications on behalf of the operator.

(4) The operator is entitled to reasonable compensation for services provided to the resident under the occupation right agreement and for damage to a Dwelling or any facilities in the retirement village for which the resident is responsible before the cancellation takes effect.

(5) Despite subsection (1), an occupation right agreement may contain a cancellation provision of the kind referred to in subsection (1) that is more favourable to the resident than the provision referred to in subsection (1), but, if the agreement fails to contain any provision of the kind referred to in subsection (1) or contains a provision that is less favourable to the resident than that provision, the agreement is deemed to contain the provision referred to in subsection (1).

Definitions

The definitions below are taken from the *Retirement Villages Act 2003* and relate to terms used in Section 28 (above):

facilities, in relation to a retirement village, means facilities of a shared or communal kind provided in the retirement village for the benefit of residents of the retirement village and includes recreational facilities and amenities

occupation right agreement means any written agreement or other document or combination of documents that—

(a) confers on any person the right to occupy a Dwelling within a retirement village; and

(b) specifies any terms or conditions to which that right is subject.

operator, in relation to a retirement village, means any person who is 1 or more of the following:

(a) a person who is, or will be, liable to fulfil all or any of the obligations under occupation right agreements to residents of the village;

(b) a holder of a security interest who is exercising effective management or control of the retirement village;

(c) a receiver of the property comprising the retirement village, or the liquidator of the person to whom either of paragraph(a) or paragraph (b) applies.

resident means any of the following:

(a) a person who enters into an occupation right agreement with the operator of a retirement village;

(b) a person who, under an occupation right agreement, is, for the time being, entitled to occupy a Dwelling within a retirement village, whether or not the agreement is made with that person or some other person;

(c) if the occupation right agreement so provides or with the consent of the operator of the retirement village, the spouse, civil union partner, or de facto partner of the person referred to in paragraph (b) who is occupying the Dwelling with that person, or after that person's death or departure from the retirement village.

residential unit or unit means a building, or part of a building, that is a house, flat, townhouse, unit, serviced unit or apartment (whether or not it has cooking facilities), villa, or similar dwelling erected, or currently used, primarily and principally as a unit of accommodation; and includes any land, improvements, or appurtenances belonging to the unit or usually enjoyed with it.

services means services provided at a retirement village of 1 or more of the following kinds:

(a) gardening, repair or maintenance services;

(b) nursing or medical services;

(c) the provision of meals;

(d) shops and other services for the provision of goods;

(e) laundry services (not being the provision of facilities for residents to carry out their own laundry);

(f) services (for example, hairdressing services) for the personal care of residents;

(g) transport services;

(h) services for recreation or entertainment;

(i) security services;

(j) other services for the care or benefit of residents.

OWNERSHIP, MANAGEMENT AND SUPERVISION

1. OWNERSHIP STRUCTURE AND OCCUPANCY RIGHTS

Legal Nature of Operator

The Operator, Whitby Lakes Village Limited Partnership is a limited partnership registered under the Limited Partnerships Act 2008 under number 50217440 (NZBN 9429052345715).

The General Partner for the Operator is Whitby Lakes Village GP Limited.

Details of General Partner

The directors of the General Partner are Olaf Guy Eady, Brett Meyer and Angela Kneeshaw.

Operator's Interest in the Village

The Operator owns the underlying freehold interest in the Village land, which is registered as certificate of title number WN56D/405, 802052, 802053 and WN52C/749 (Wellington Land Registration District).

Charges over or Interests in the Operator's Interest

(a) As at the date of this Disclosure Statement, the Operator has granted a guarantee of the obligations of BeGroup Investments II LP (the parent entity of the Operator) and in favour of ASB Bank Limited as Security Trustee. The guarantee and all amounts owing to ASB Bank Limited are secured by a mortgage over the Village land and a general security agreement over the Operator, each in favour of the Security Trustee. BeGroup Investments II LP's loan facilities with ASB Bank Limited have a maximum limit of $25,000,000. The sum of $24,000,000 has been drawn down at the date of this Disclosure Statement.

(b) The Village land is subject to a first ranking encumbrance in favour of the Statutory Supervisor. The encumbrance secures the Operator's obligations to the Residents, including the obligation to pay the Exit Payment in accordance with the terms of the Residents' Occupation Licences. There is no maximum sum secured by the encumbrance. The Operator has also granted a second ranking general security agreement in favour of the Statutory Supervisor to secure the above obligations to the Residents.

(c) There is a restrictive covenant over the Village land contained in WN52C/749 in favour of the owners of the adjacent shopping centre land contained in WN57D/906, covenanting that the Operator is aware of and accepts the loss of residential amenity that may arise from noise and light spill effects arising from the activities of the supermarket on the shopping centre land, and will not lodge any complaint in relation to the shopping centre land, or the supermarket, unless the owner or occupier of the supermarket fails to comply with the relevant noise management plan (if any), or where the noise and light spill effects materially exceed the levels as at August 2006. Residents occupying units adjacent to the shopping centre land (in Block A and Unit 15) will be required to agree (in their occupation right agreements) that they acknowledge and accept the reasonable noise and light spill effects arising from the activities of the shopping centre and that they will not complain to the Porirua City Council about the effects associated with the shopping centre activities

(provided that nothing shall prevent them complaining about noise resulting from the owner or occupier of the supermarket failing to comply with the relevant noise management plan (if any). As at the date of this Disclosure Statement there is currently no noise management plan in place.

Nature of Resident's Interest and Occupancy Rights

A Resident has no interest in the Village land.

Residents at the Village are offered a contractual licence to occupy their Dwelling that does not grant the Resident any interest in the land relating to that Dwelling. That Occupation Licence constitutes an Occupation Right Agreement and is secured by the mortgage in favour of the Statutory Supervisor described above.

2. RESIDENT'S RIGHTS

Rights the Resident has

A Resident has the following rights:

Right	Details, conditions and limitations
To grant a security interest in the termination proceeds	Only with the Operator's prior written consent.
To have friends or family stay in the Dwelling	A Resident may have friends, relatives or carers stay in the Dwelling provided the Resident is also present. Such friends, relatives or carers must comply with the Village rules and cannot stay in the Dwelling for a period totalling more than 90 days in a calendar year, unless the Operator's written consent has been given. The Operator may require any guest to leave if it considers other Residents' enjoyment of the Village is negatively affected by their stay.
To have a spouse, civil union partner or de facto partner of the Resident stay with the Resident in the Dwelling	Such spouse, civil union partner or de facto partner must: • comply with the Village Rules; • satisfy the Operator's usual entry criteria for the granting of an Occupation Right Agreement; and • sign a deed, at the cost of the Resident, agreeing to be bound by the provisions of the Resident's Occupation Right Agreement; or • if the Resident wishes the spouse, civil union partner or de facto partner to have the right to live in

Right	Details, conditions and limitations
	the Dwelling after the Resident's death the parties must enter into a new Occupation Right Agreement at the cost of the Resident
To keep a pet in the Dwelling	Only with the Operator's prior consent. Such consent can be withdrawn at any time if the pet disturbs other Residents or causes any damage or nuisance.

Rights the Resident does not have

A Resident does not have the following rights:

- To sell or market the Dwelling. See the section below "Marketing of Dwelling" for further information on selling and marketing the Dwelling.
- To mortgage or otherwise borrow against the Resident's interest in the Dwelling.
- To have a person board with the Resident in the Dwelling.
- To have a person stay in the Dwelling to mind it for the Resident whilst the Resident is away.
- To let or sub-licence the Dwelling to another person.

Rules

A Resident must comply with the Operator's rules for the Village. Residents must also ensure that all of their guests comply with the Operator's rules as a term of the Occupation Right Agreement. A copy of the rules is attached to the Resident's Occupation Right Agreement but those rules may be changed by the Operator from time to time. If the Operator wishes to change the rules it will consult with the Residents and notify them of any changes before requiring Residents to comply with them. A copy of the current Rules is available from the Operator on request.

Limits on living in or using the Dwelling

Alterations
A Resident may not make any alterations or additions to the Dwelling or modify the Operator's Chattels, or fit aerials or other appurtenances without the Operator's prior written consent.

However, if the Resident has a disability they are entitled to alter their Dwelling if it does not meet their needs. If a Resident wishes to make such alterations they must give the Operator written notice and consult with the Operator. The Operator will undertake such alterations at the Resident's cost and may require the Dwelling to be reinstated to its original condition on termination (at the Resident's cost).

Personal Use and Occupation
The Dwelling must only be used for the Resident's personal use and occupation, subject to any rights to have people stay in the Dwelling as described in the section headed "Rights the Resident has" above.

Nuisance or Annoyance
A Resident must not do anything or allow anything to be done (within the Resident's control) which is or could be a nuisance or annoyance to other Residents or to the Operator.

Damage
A Resident must not do anything which damages the Dwelling or vitiates or avoids the Operator's insurance.

Smoking

Residents and their guests are not permitted to smoke or vape in any Dwelling or any other building in the Village.

Marketing of the Dwelling

The Operator controls the sale and marketing of the Dwelling when a Resident's Occupation Right Agreement terminates. Following termination, the Operator will take all reasonable steps to obtain a new Resident for the Dwelling. The Resident does not have any control over the selling and marketing process but is entitled to introduce a new Resident. No commission is payable for such an introduction.

A new Resident must be suitable for the Village (in the Operator's opinion) and must be prepared to enter into an Occupation Right Agreement on the Operator's then standard terms and conditions and for the best price reasonably obtainable.

The Operator will consult with the Resident about when the Dwelling goes on the market and the general nature of the marketing plan. The Operator will keep the Resident informed of the marketing progress on a monthly basis.

If a new Occupation Right Agreement is not entered into within three months of termination, the Operator will let the Resident know in writing and will then provide monthly written reports on the process, stating the steps the Operator has taken and the progress that has been made.

If a new Occupation Right Agreement is not entered into within six months of termination, the Operator will obtain a valuation (at its cost) of the Dwelling by an independent registered valuer with experience in valuing retirement village units, to establish a suitable price for marketing the Dwelling. The Operator will market the Dwelling at this price. If the Resident does not agree with the valuation, they have the right to obtain a second valuation performed by an independent registered valuer, at the Resident's cost. If a second valuation is obtained, the Operator will consider it when setting the price.

If a new Occupation Right Agreement is not entered into within nine months of the Dwelling becoming available for re-occupation, the Resident may be able to give a Dispute Notice.

The Operator may agree in writing to buy a Resident's interest in the Dwelling. Settlement of such agreement will be within 20 Working Days of the agreement and will be at a price determined in accordance with the Resident's Occupation Right Agreement or such lower price as agreed by the Operator and the Resident.

Circumstances in which a Resident is entitled to a Refund

A Resident is entitled to a refund of their Entry Payment if they exercise their rights pursuant to the Cooling-off Period. Please see paragraph 10 below for further details.

A Resident will also be entitled to a refund of their Entry Payment, if they avoid their Occupation Right Agreement under section 31(1) of the Retirement Villages Act 2003.

If an intending Resident has paid a deposit upon applying for an Occupation Right Agreement but that application does not proceed and no Occupation Right Agreement has been entered into, the Resident is entitled to a refund of that deposit but is not entitled to any interest earned on that deposit.

3. MANAGEMENT ARRANGEMENTS FOR THE VILLAGE

Details of Manager

BeGroup Investments II LP wholly owns the Operator and, through its general partner, has entered into a management agreement with BeGroup Management Limited. BeGroup Management Limited has been appointed as Manager of the Village to provide management services.

The management agreement is renewed annually. The Manager is entitled to a management fee which is an amount not exceeding the actual cost the Manager incurs in managing the Village.

The management fee is disclosed annually in the Operator's Audited Financial Statements.

The directors of the Manager are the directors of the Operator's general partner.

The Manager's executive director has more than 30 years' experience in the management and operation of retirement villages.

The Operator will consult with residents if it decides to appoint a new entity as manager of the Village. However, the Operator will not consult with residents if it decides to employ new staff members in managerial roles.

Key Staff at the Village

Christine Coote, Administrator, Resident Liaison

Vicki Hayward, Sales Manager

The Administrator, Resident Liaison is generally available at the Village during normal business hours.

The Administrator, Resident Liaison can be contacted as below:

Phone: 04 234 6627

Email: christine@whitbylakes.co.nz

Residents' Committee

A residents' committee is established at the Village. We are not bound to incur any expenditure by any decision of the residents' committee. Subject to our need to

operate the Village without undue interference and to provide services for the benefit of all residents, the committee enables residents to express their views collectively and engage with management regarding the operation of the Village. The residents' committee has no operational role or rights.

4. STATUTORY SUPERVISOR

Under the Retirement Villages Act 2003, the Operator of a retirement village must appoint a statutory supervisor for the village unless the Registrar of Retirement Villages grants the Operator an exemption.

The core duties of a statutory supervisor are to:

- provide a stakeholder facility for intending Residents and Residents who pay deposits or progress payments in respect of occupation right agreements or uncompleted Dwellings or facilities at the retirement village; and
- monitor the financial position of the retirement village; and
- report annually to the Registrar and Residents on the performance of its duties and the exercise of its powers; and
- perform any other duties that are imposed by the Act or any other Act, any regulations made under the Act, and any documents of appointment.

Details of Statutory Supervisor

Covenant Trustee Services Limited

191 Queen Street
Auckland
PO Box 4243
Shortland Street
Auckland 1140

Phone: 09 302 0638
Email: info@covenant.co.nz

STATE OF VILLAGE, SERVICES, CHARGES AND ACCOUNTS

5. STATE OF THE VILLAGE

Details of Village

The Village was constructed between 2001 and 2019. The Dwellings are predominantly constructed of brick and tile.

The Village and its facilities, paths, driveways, grounds, lighting and heating arrangements are in a good condition and standard of maintenance.

As at the date of this Disclosure Statement, the Village is not yet complete. The Operator has resource consent to develop a 60 bed care facility at the Village, construction of the care facility will be subject to availability of funding, Ministry of Health certification and demand. There is currently no timeframe for this proposed development of the care facility.

The Operator may further develop or redevelop the Village in the future. The effect of any development on existing residents may be that some inconvenience, traffic and noise is associated with construction. However, we intend to minimise any adverse effect on existing residents. The development will not have any effect on the fees payable by existing residents.

The number and type of Dwellings at the Village, along with information on the number of sales in the last 12 months is set out in the attached schedule.

6. SERVICES AND FACILITIES AT THE VILLAGE

Services Offered at the Village

The following services are offered at the Village:

Service	Details, including frequency and charges
Gardening and Lawn mowing	Gardening and lawn mowing of the common areas of the Village is carried out by us as required.
Repair and maintenance	Repairs and maintenance of the common areas of the Village and the Dwellings is carried out by the Operator as required. Some of the costs of this service are included in the Village Fee. Some costs are invoiced to residents as set out in section 8 below.
Transport Services	Transport is arranged for trips and outings in response to demand. Trips will need to be planned in advance and are charged on a user pays basis.
Recreation and entertainment services	The Operator in consultation with residents arranges recreational and entertainment services. Some services may be free but a fee may be payable for other services as and when the service is used.

Service	Details, including frequency and charges
Security Services	The Village has external security cameras and controlled after-hours access to the Village. The Operator provides an emergency call system in each Dwelling which is monitored offsite by an external service provider.
Laundry Services	Laundry services are available on a user-pays basis by arrangement with the Manager.

The services are for the shared use of the residents only, and the availability may change from time to time. Unless specified above, the costs of providing the above services are included in the Village Fee.

Facilities Offered at the Village

The following facilities are offered at the Village:

- Gymnasium
- Pétanque Court
- Spa Pool
- TV Lounge
- Library
- Computer Area
- Outdoor barbeque area
- Medical/general consulting room
- Perimeter security fencing
- Pool, indoor bowls, table tennis and darts

Facilities are available during reasonable hours and in accordance with the Village's rules.

The cost of providing these facilities is included in the Village Fee (unless otherwise specified above). The facilities are for the shared use of the residents only, and the availability may change from time to time.

Facilities Not Offered at the Village

The following services and facilities are not offered at the Village: shops and other services for the provision of goods; hairdressing and other personal care services, nursing and medical services; health clinic; tennis court; bowling green; communal laundry, and there are currently no plans to make these services and facilities available.

Planned Services and Facilities

As at the date of this Disclosure Statement there are no plans to offer any further services or facilities at the Village. However, the Operator may make further services or facilities available in future depending on the needs of residents and the viability of providing such services or facilities.

Moving into Residential Care

As at the date of this Disclosure Statement there is no care facility situated at the Village. However, we have entered into an arrangement with Presbyterian Support New Zealand Incorporated (Enliven) to give residents who have been assessed as requiring long-term residential care priority access to Enliven facilities ahead of people who are not residents of the Village. Enliven currently offers rest home, hospital and dementia level care. Residents will need to contact Enliven directly for current information regarding the number of beds at each level and the availability of standard or premium rooms. Upon moving into a Enliven facility residents will be responsible for their own costs of care. This arrangement is subject to change.

7. CHARGES

Entry Payment

To secure an interest in a Dwelling, the Resident must pay the Operator an Entry Payment which is shown in the Schedule attached to this Disclosure Statement. A deposit is payable when a Resident applies for the Dwelling with the balance of the Entry Payment payable on the Commencement Date of the Occupation Right Agreement. The amount of the deposit is agreed between the Operator and the Resident on application.

The Entry Payment depends on the Dwelling the Resident is interested in and is set by the Operator and reflects the market price of an Occupation Right Agreement for that Dwelling (in the Operator's opinion).

The Entry Payment is refundable if the Resident exercises their rights under the Cooling-off Period (see paragraph 10 below for further details), or if the Resident avoids the Occupation Right Agreement (see paragraph 2 above).

Exit Payment

After the Occupation Right Agreement is terminated, the Operator pays to the Resident an Exit Payment, which is an amount equal to the Entry Payment. At the same time the Resident will pay the Operator a Deferred Management Fee, determined as set out below:

Deductions from Exit Payment

The Operator will be entitled to make the following deductions from the Exit Payment:

(a) The Deferred Management Fee, which the Resident must pay to the Operator, up to a maximum amount equal to 30% of the Entry Payment.

The Deferred Management Fee is calculated on a daily basis at a rate equal to 10% of the Entry Payment per year.

Calculation of the Deferred Management Fee stops on the earlier of:

- the expiry of three years from the Commencement Date; or
- The date on which the Resident has terminated their Occupation Right Agreement, vacated the Dwelling and removed all of their possessions.

The Deferred Management Fee is set by the Operator when the Resident applies for an Occupation Right Agreement is consideration for the right to occupy the Dwelling for the entire period of the Licence.

While the Deferred Management Fee is calculated over an agreed period, the Deferred Management Fee is consideration for providing the Resident with accommodation over the entire period of the Licence.

The Deferred Management Fee is payable on the Exit Payment Date and cannot be demanded or invoiced before then.

(b) Any costs of reinstating or repairing any damage over and above fair wear and tear if the Resident causes it or allows it to be caused to the Dwelling. These costs are set by the Operator in its sole discretion upon inspection of the Dwelling when the Resident leaves it;

(c) The cost of removing any alterations or additions made to the Dwelling due to a disability of the Resident;

(d) An Administration Fee of 1% of the Entry Payment. This fee is set by us when you apply for an Occupation Right Agreement and represents a contribution towards the costs incurred by the Operator in the disposal or marketing process;

(e) The outstanding balance of any payments due to the Operator under the Occupation Right Agreement.

Where the Occupation Right Agreement is terminated upon damage or destruction of the Dwelling, the above payments will be adjusted as required in accordance with paragraph 14 below.

Exit Payment Date

The Operator is obliged to pay the Resident the Exit Payment minus the deductions listed above not later than five Working Days after the Operator receives full settlement of a new Resident's Entry Payment for the Dwelling.

However, in some circumstances the payment will be made on a different date, as set out in the Occupation Right Agreement.

Interest on Exit Payment

If a new Resident has not entered into an Occupation Right Agreement for the Dwelling within 9 months of the Termination Date then the Resident will be entitled to receive interest at the ASB Bank 30 day term deposit rate on the Exit Payment (less the deductions listed at paragraph 7).

Transfer Payments

The Operator will consider a request of a Resident to transfer to another Dwelling within the Village. We will endeavour to accommodate your requirements and any transfer will be subject to:

(a) The approval of the Operator (in its sole discretion);

(b) The availability of another Dwelling;

(c) The Operator being satisfied that the alternate Dwelling will be suitable for the Resident; and

(d) The terms and conditions set out below.

Any transfer to a new Dwelling will be subject to the following terms and conditions:

(a) At the Operator's option, a new Resident entering an Occupation Right Agreement in respect of the first Dwelling and making full payment for that Occupation Right Agreement to the Operator;

(b) Receipt by the Operator of an acknowledgement of termination of the Occupation Right Agreement signed by the exiting Resident;

(c) On termination of the Occupation Right Agreement the Resident will receive the Exit Payment less the amounts set out in section 7, to be applied towards the Entry Payment for the new Dwelling;

(d) The Resident signing an Occupation Right Agreement for the new Dwelling on the Operator's then standard terms and conditions; and

(e) Payment by the Resident of an Entry Payment for the new Dwelling. If this is higher than the net amount payable to the Resident under clause (c) less the amount in clause (f), the resident must pay the Operator the difference upon transfer.

(f) The Resident will be required to pay a transfer fee being the lesser of:

  i) an amount equal to 15% of the Entry Payment for the new Dwelling; or

  ii) an amount equal to the actual cost of refurbishment (excluding fair wear and tear) of the first Dwelling and the Operator’s reasonable legal and administrative costs associated with the transfer.

The Resident will only be required to pay one Deferred Management Fee in respect of both the first Dwelling and the new Dwelling. The Deferred Management Fee for the new Dwelling will be calculated at the usual rate for the highest Entry Payment of the two Dwellings. The amount of the Deferred Management Fee paid for the first Dwelling will be credited against the Deferred Management Fee for the new Dwelling. The calculation of any additional portion of the Deferred Management Fee for the new Dwelling is at the Operator's discretion.

A Resident will be responsible for all costs associated with physically moving to a new Dwelling and payment of his or her legal costs associated with the transfer.

Periodic Charges

When a Resident enters into an Occupation Right Agreement for a Dwelling, they are liable to pay the periodic charges detailed below. Specific amounts of these charges (where applicable to a particular Resident in relation to the Dwelling they are interested in) are shown in the Schedule attached to this Disclosure Statement, as at the date shown in that Schedule.

Village Fee

The Village Fee covers the cost of a proportion of the Village Outgoings that the Operator incurs in the operation of the Village. The Resident's Occupation Right Agreement sets out details of those Village Outgoings.

The Village Fee is your contribution to the cost of the Village Outgoings that we incur in the operation of the Village. Amounts payable for maintenance (except those costs specifically your responsibility), rates and insurance (except for insurance of your personal belongings) are included in the Village Fee.

The Village Fee may increase annually. The annual increase will be the same as the percentage increase in the after tax New Zealand Superannuation Rate, based on the percentage increase for the previous 12-month period.

We may set different Village Fees for different residents.

The Village Fee will not include any outgoings of the Village payable by the Operator for any part of the Village which is under construction or any construction works.

The Village Fee is payable from the Commencement Date until the date the Resident vacates the Dwelling and removes all their possessions.

The Operator retains the Village Fees it receives to cover the costs of the Village Outgoings.

Additional Services Costs

If a Resident requests the Operator to provide any additional services not included in the Village Fee, the Resident will pay the actual cost of providing such service. The Operator will invoice such costs to the Resident at the end of the month and they are payable no later than the 20th of the following month.

Other Costs

A Resident is liable to pay their utility costs relating to the Dwelling including (if separately charged) electricity, gas, telephone connection, rental and tolls, television subscription and connection fees and all other systems and services connected to the Dwelling directly to the provider. If any periodic charge is not paid on the due date, the Operator is entitled to charge default interest on the outstanding amount at the overdraft rate charged by the Operator's bankers plus an additional 2% per annum, until the amount is paid in full.

As at the date of this disclosure statement, the Operator does not anticipate introducing:

(a) any new periodic charges; or

(b) changing the existing periodic charges,

except as discussed above.

In some circumstances a Resident may be liable to pay the Operator's insurance excess as detailed in paragraph 14 below.

Amounts Payable for Maintenance, Rates and Insurance

Amounts payable for maintenance, rates and insurance are included in the Village Fee detailed above. Details of these payments are available on request.

Maintenance or Sinking Fund

There is no maintenance or sinking fund at the Village.

8. MAINTENANCE AND REFURBISHMENT

Operator's Maintenance Responsibilities

The Operator is responsible for maintaining the interior of the Dwelling including the Operator's Chattels, the exterior of the Dwelling and common areas and buildings of the Village and keeping them in good order and condition.

The Operator is responsible for the costs of any repair, maintenance or replacement to the Dwelling or the Operator's Chattels unless these works are necessary due to damage beyond fair wear that is caused by the Resident of its guests.

Upon written notice of any damage, defect or want of repair of the interior of the Dwelling including the Operator's Chattels or exterior of the Dwelling the Operator will within a reasonable time take reasonable steps to repair and make good such damage.

The Operator will supply and maintain connections for electricity, telephone and water to the Dwelling and will make and adhere to a long term plan for the maintenance and refurbishment of the Village.

The Operator endeavours to ensure that the Village meets Residents' current needs by maintaining the Village in good order and condition. The Operator cannot ensure that the Village meets Residents' changing needs.

The Village (including the Dwellings, facilities, grounds and common areas) meets the requirements of the national standards identified in NZS 4121:2001 (Design for Access and Mobility: Buildings and Associated Facilities).

Resident's Maintenance Responsibilities

The Resident is responsible for keeping and maintaining the interior of the Dwelling and the Operator's Chattels in a proper, tidy, clean and sanitary condition.

The Resident is responsible for paying the following Operator's costs, upon invoice the costs of repairing any damage to the Dwelling, the Operator's Chattels or any other Village buildings or chattels, caused by any deliberate or negligent act of the Resident or their guests unless an insurance policy of the Operator will cover the cost.

9. FINANCIAL ACCOUNTS

Accounts Required by Legislation

The Retirement Villages Act requires the Operator to prepare and register audited financial statements of the Operator, but not of the Village. These financial statements are prepared by the Operator and audited by Ernst and Young.

Other Accounts

The Statutory Supervisor does not require the Operator to prepare financial statements relating to the Village.

Availability of Accounts

The Operator's audited financial statements are available by searching the Village's file on the Retirement Villages Register. This can be accessed on the Companies Office website at www.companiesoffice.govt.nz under "All Registers". The financial statements are an attachment to the annual return. They are also available to all Residents and intending Residents upon request made to the Operator or the Operator's staff or agents.

OCCUPATION RIGHT AGREEMENTS, TERMINATIONS, DEDUCTIONS AND ESTIMATED FINANCIAL RETURNS

10. COOLING-OFF PERIOD AND CANCELLATION OF OCCUPATION RIGHT AGREEMENT

Section 28 of Retirement Villages Act 2003

The full text of section 28 of the Retirement Villages Act 2003 is found on page 4 of this Disclosure Statement.

Cancellation Provisions in Occupation Right Agreement

The cancellation provisions in the Occupation Right Agreement offered to Residents for Dwellings in the Village are the same as those described in section 28(1) of the Retirement Villages Act 2003 and are not of the kind described in section 28(5) of the Retirement Villages Act 2003.

Accordingly, a Resident has fifteen working days from the date they sign the Occupation Right Agreement in which to give written notice to cancel the Occupation Right Agreement without giving a reason.

If the Dwelling is not complete, and is not completed to the point of practical completion within six months after the proposed date of completion of the Dwelling, the Resident may cancel the Occupation Right Agreement by written notice without giving a reason after the expiry of that six month period. The Resident will then be entitled to a full refund of any deposit together with interest.

11. VARYING OCCUPATION RIGHT AGREEMENT

The Operator and the Resident may only vary the Occupation Right Agreement by mutual agreement.

12. TERMINATION OF OCCUPATION RIGHT AGREEMENT

Effect of Termination on Persons Living in Dwelling with Resident

Any persons living or staying with the Resident must vacate the Dwelling by the date of termination of the Occupation Right Agreement.

Charges Payable after Termination

The Resident is liable to pay the Deferred Management Fee and other deductions after termination, as detailed in paragraph 7 at the section headed "Deductions from Exit Payment" above.

The periodic charges that will continue to be payable after termination will be any Additional Services Costs (only if the Resident remains living in the Dwelling after termination) and the Village Fee payable until the later of the Termination Date or the Resident vacating the Dwelling and removing all of their possessions. Each of these charges is further detailed in paragraph 7 above.

Capital Gain and Capital Loss

The Resident is not entitled to any capital gain when a new resident enters into an Occupation Right Agreement for the Dwelling. The Resident is not liable for any capital loss when a new Resident enters into an Occupation Right Agreement for the Dwelling.

13. ESTIMATED FINANCIAL RETURN ON DISPOSAL OF DWELLING

The estimated financial return for a particular Resident in relation to the Dwelling they are interested in is set out in the Schedule attached to this Disclosure Statement.

14. RESPONSIBILITIES FOR INSURANCE

Operator's Insurance Responsibilities

The Operator is responsible for maintaining a comprehensive insurance policy for loss or damage or destruction caused by fire, accident or natural disaster for the Village (including the Dwellings), for its full replacement value. Such insurance must be to the Statutory Supervisor's satisfaction.

The Operator holds the following insurance policies:

- Comprehensive full replacement insurance in respect of all retirement village property, capital improvements and additional fittings provided by Residents up to the amount set out in the current insurance valuation of the property;
- Motor vehicle insurance at market value;
- Broadform (public liability) cover;
- Fines and defence legal costs;
- Employers' liability cover;
- Contract works cover on construction contracts.

All policies are subject to excesses.

Resident's Insurance Responsibilities

The Resident is strongly recommended to (but is not required to) insure their personal belongings for loss and damage under an appropriate policy. The Resident is required to insure any vehicle they keep at the Village under an appropriate policy. Regardless of whether the Resident holds such insurance, the Operator is not responsible for any loss or damage to the Resident's belongings or vehicle, except where the Operator or its staff have caused or contributed to the damage.

If the Operator suffers any loss or damage as a result of the Resident's, or their visitors', carelessness or negligence, the Resident must upon demand:

(a) reimburse the Operator for any insurance policy excess, where such loss or damage is covered by the Operator's insurance. As at the date of this Disclosure Statement the excess is $500.

(b) compensate and reimburse the Operator in full, where such loss or damage is not covered by the Operator's insurance.

Damage or destruction of the Dwelling

The following provisions apply if the Dwelling is damaged or destroyed by fire, accident, natural disaster or any other risks ("Damage Event").

(a) If the Dwelling becomes uninhabitable following a Damage Event which is not as a result of any of the Resident's, or their visitors', acts or omissions, the calculation of the Deferred Management Fee will be suspended from the date of the Damage Event (unless the Operator is providing temporary accommodation to the Resident, in which case the accrual shall continue) until the Dwelling or its replacement is ready for occupation by the Resident following repair or replacement.

(b) If the Dwelling becomes uninhabitable following a Damage Event which is not as a result of any of the Resident's, or their visitors', acts or omissions, the Village Fee will be suspended from the date of the Damage Event until the Dwelling or its replacement is ready for occupation by the Resident following repair or replacement. If the Operator is providing temporary accommodation to the Resident, the Resident will pay the actual cost of personal services and outgoings relating to that temporary accommodation.

(c) If, following a Damage Event, the Operator decides it is not practicable to repair or replace the Dwelling the Occupation Right Agreement is automatically terminated (unless paragraph (d) below applies), and the Operator will pay the Resident the Exit Payment without deducting any Deferred Management Fee but the Operator will be entitled to deduct any amounts due to the Operator (see paragraph 7 at the section headed "Deductions from Exit Payment" above).

(d) If, following a decision not to repair or replace the Dwelling as set out in paragraph (c) above, the Operator offers the Resident an option to transfer to another Dwelling (either pre-existing or yet to be constructed) in the Village or in another retirement village owned by the Operator which is in reasonable proximity to the Village and the Resident does not accept such offer, the usual Exit Payment provisions and deductions as set out in paragraph 7 will apply. For the avoidance of doubt this means the Deferred Management Fee will be deducted.

15. MOVING INTO REST HOME OR HOSPITAL CARE FACILITIES IN VILLAGE

There are no rest home or hospital facilities at the Village.

16. EFFECT OF MARRIAGE OR CIVIL UNION ON OCCUPATION RIGHT AGREEMENT

The Occupation Right Agreement is a personal licence to the Resident to occupy the Dwelling. As such, if the Resident marries or enters into a civil union, there is no change to the Occupation Right Agreement and it remains in the name of the original Resident. The spouse, civil union partner or de-facto partner of the Resident will be entitled to reside in the Dwelling with the Resident as long as they:

(a) comply with the Village rules;

(b) satisfy the Operator's usual entry criteria;

(c) sign a deed agreeing to be bound by the provisions of the Resident's Occupation Right Agreement; and

(d) comply with the terms set out in section 2 of this Disclosure Statement.

If the Resident would like their spouse or partner to become a Resident of the Dwelling pursuant to an Occupation Right Agreement, the Operator will require the original Occupation Right Agreement to be terminated and replaced with a new Occupation Right Agreement. The Operator may choose not to charge the usual termination amounts but reserves its right to charge an administration charge and recover its legal or consulting costs in relation to such arrangement.

17. DOCUMENTS AVAILABLE TO RESIDENTS AND INTENDING RESIDENTS

Copies of the following documents are available to Residents or intending Residents upon request. Requests can be made to the Operator or the Operator’s staff or agents.

(a) Audited financial statements of the Operator (once available – before they are available the Operator will have financial statements that comply with Schedule Six of the Retirement Villages (General) Regulations 2006);

(b) The Retirement Villages Code of Practice 2008(as varied);

(c) The Code of Residents' Rights;

(d) A certificate of currency for any insurance policies affecting the Village;

(e) Sample of the Occupation Right Agreement, including the rules relating to the Village;

(f) Management Agreement;

(g) Deed of Supervision between the Operator and the Statutory Supervisor (amongst others) and as amended, novated and acceded to from time to time.

GLOSSARY

Following is a list of terms that are used throughout this Disclosure Statement, with an explanation of their meanings. Terms not explained here have the same meaning as in the Occupation Right Agreement.

Term	Meaning
Community Centre	A common area that is available for all Residents.
Cooling-off Period	The period in which a Resident is entitled to cancel the Occupation Right Agreement and receive a full refund. See paragraph 10 for further details.
Dwelling	Any home at the Village which is used for the accommodation of a Resident and includes any appurtenances or improvements usually enjoyed with the Dwelling.
Occupation Right Agreement	The document which sets out a Resident's right to occupy a Dwelling at the Village. It also specifies the terms and conditions of to which that occupation right is subject. In relation to this Village, the Occupation Right Agreement is in the form of an Occupation Licence.
Operator	Whitby Lakes Village Limited Partnership being the entity liable to fulfil the obligations under the Occupation Right Agreements to Residents.
Operator's Chattels	Those chattels identified as such in the Resident's Occupation Right Agreement or otherwise identified as such to the Resident.
Resident	A person or persons who have entered into an Occupation Right Agreement in respect of a Dwelling at the Village.
Statutory Supervisor	Covenant Trustee Services Limited. Further details of the Statutory Supervisor's role are provided at paragraph 4 above.
Village	The retirement village known as Whitby Lakes Village, including the Dwellings and all communal areas and facilities used by the Residents.

SCHEDULE ONE

Specific Information for a Particular Resident

The information in this Schedule is prepared solely for the intending Resident named below as at _____.

Resident's Name:	_____
	and _____
Dwelling Number:	_____
Deposit:	$_____
Entry Payment:	$_____
Maximum – Deferred Management Fee:	$_____
Car Park(s)	_____
Village Fee:	$_____ per week
Additional Services:	$_____ per week

Examples of the estimated financial return that the above named Resident, or the estate of the Resident, could expect to receive on the disposal of their vacant Dwelling is set out below:

Term	Two years	Five years	Ten years
Entry Payment	$ _____	$ _____	$ _____
Less Deferred Management Fee	20% of Entry Payment $ _____	30% of Entry Payment $ _____	30% of Entry Payment $ _____
Less Administration Fee	1% of Entry Payment $ _____	1% of Entry Payment $_____	1% of Entry Payment $_____
Estimated Financial Return	$_____	$_____	$_____

The above information is provided on the assumptions that:

(a) the Resident's Entry Payment is as set out above;

(b) the Deferred Management Fee is calculated in accordance with the Occupation Right Agreement and there has been no Damage Event (as detailed in paragraph 14);

(c) no deductions from the Exit Payment (as detailed in paragraph 7 above and as calculated in accordance with the Occupation Right Agreement) are required to be made except the Deferred Management Fee, and Administration Fee.

The method of calculating the above information is in accordance with the details set out in paragraph 7 above and in accordance with the Occupation Right Agreement.

The estimated financial return is not affected by a termination arising from a breach by you or by your voluntary decision to terminate the Occupation Right Agreement.

SCHEDULE TWO

Dwellings at the Village

As at the date of this Disclosure Statement, there are the following Dwellings in the Village:

Type of Dwelling	Completed	Vacant	Occupied
Villa	61	2	59
Apartments	71	4	67
Total	132	6	126

There are also 38 carparks at the Village. These are available to Residents on request to the Operator and subject to availability as part of a separate agreement to the Occupation Right Agreement.

Disposals in the last 12 Months

Listed below are details of Dwellings which were disposed of in the 12 months prior to the date of this Disclosure Statement have been previously occupied:

Dwelling	Time Taken to Dispose of (in days)
Apartment 108	294
Villa 22	144
Villa 14	145
Villa 15	62

The average time taken to dispose of previously occupied Dwellings was 161 days.

- Villas were 117 days
- Apartment was 294 days

The time taken to dispose of a previously occupied Dwelling is calculated from the later of the termination date or the date the Dwelling became vacant until the date we settle an Occupation Right Agreement for the Dwelling to a new resident.

These averages do not include any time taken to dispose of Dwellings which are currently on the market and have not yet settled. Inclusion of the disposal times for these Homes may significantly alter the average time given.