

FINANCIAL ARRANGEMENTS

At The Pines, Residents acquire a right to live in a Unit by entering into a Deed of Loan and License ("the Deed") which provides for the payment of your Ingoing Contribution and your rights and obligations as a Resident in the Village. The Services provided in respect of the Village and your obligation to pay Recurrent Charges (monthly levies which go towards the operating costs of the Village) and governed by a Service Agreement.

The process for acquiring a right to reside in a Unit at The Pines is outlined below.

Step 1: Choose your unit.

Step 2: Fill in the Registration Form and pay your Holding Deposit of \$1,000. The Deed will be issued to you within the week thereafter. If you do not proceed to Step 3, your Holding Deposit will be fully refunded to you.

Step 3: Return the signed Deed within 21 days together with the balance of your Deposit of \$15,000. To be clear, your Holding Deposit will form part of the Deposit (that is, when you return the Deed you pay \$14,000).

Step 4: Full payment of the Ingoing Contribution is to be paid within 90 days after the Deed is executed by both you and The Pines. Your Deposit will form part of the total Ingoing Contribution you are required to pay under the Deed.

Should Settlement not be possible within 90 days of the date of the Deed, you will be allowed up to six months to settle. However, interest, at the lower of the rate which is 6% above the Reserve Bank Cash Rate and any maximum rate payable under the Retirement Village legislation will be charged on any amount unpaid after the 90 days.

You may not take occupation of the Unit before settlement is completed in full. However, reasonable access will be allowed to enable you to move in your belongings prior to settlement occurring, to facilitate a smoother transition into life at the Village.

You are granted a "Cooling Off" period of seven (7) business days from midnight on the day the Deed is returned to you. The Cooling Off Period ends earlier if you move into the Village before the expiry of the 7 business day period. If you notify us during the Cooling Off Period that you have changed your mind about living in the Village, the Deed comes to an end and we shall refund the Deposit to you in full.

Separately, you have a Settling In Period of 90 days to make sure you are happy with Village life. If you move out during the Settling In Period, all monies paid by you are refunded within 14 days of your exit less a market rental for the time you have resided in the Village and a \$200.00 administrative fee.

Repayment of Loan

When your license is terminated, the Loan shall be repaid to you less the following deductions:

- The \$10,000 Entry Fee, which is a non-refundable part of your Ingoing Contribution;
- Any costs of restoring your Unit to the same condition it was in when you moved into it, fair wear and tear excepted;
- Any accrued but unpaid fees or charges (plus interest on those amounts, as applicable) payable under the Deed or the Service Agreement; and
- The Departure Fee (as below).

The Departure Fee

The Departure Fee is an amount payable when you permanently leave the Village after the end of your Settling in Period. It accrues at 4% per annum of your Ingoing Contribution, calculated daily, and is capped after you have resided in the Village for five (5) years (ie capped at 20% of your Ingoing Contribution). The Departure Fee is deducted from your refund when you leave the Village.

Payout

The Pines will pay out the refund of your loan on the earlier of:

- 6 months from the date on which you return possession of your Unit to The Pines, empty of your belongings (the "Licence Expiry Date"); and
- 14 days after The Pines has received a new Ingoing Contribution from a new Resident of the Unit.

General Services Levy

There is a General Services Levy ("GSL") applicable to each Unit. The General Services Levy is what the legislation calls "Recurrent Charges". This covers the costs of operating the Resort, including but not limited to:

- Gardening, lawn mowing and continuing landscaping services to the Common Areas of the Resort;
- Storage and disposal of refuse and waste in the Resort;
- Gas, electricity, data and all other utilities and services relating to the Common Areas;
- Cleaning of the Common Areas;
- Maintenance and repair of the Resort as required by the *Retirement Villages Act 2012 (ACT)*;
- Payment of rates and insurances over the Village; and
- Management and administration services associated with the management of the Resort, including payment of the Outgoings of the Resort from the General Services Levy.

Each year a budget is prepared and presented to residents for their consideration and approval as well as any proposed change to Recurrent Charge.

The GSL is the same for every Unit and is calculated daily, and payable monthly in advance by direct debit.