



Option 2: \_\_\_\_\_

Option 3: \_\_\_\_\_

Would you like us to prepare the annual Company Review? YES NO

**LENDER DETAILS**

**For Corporate Private Lender Only**

Company Name: \_\_\_\_\_

A.C.N: \_\_\_\_\_

Company registered address: \_\_\_\_\_

Name and complete address of all directors:

Is this party acting on behalf of a Trust? YES NO

If yes, name of trust: \_\_\_\_\_

**LENDER DETAILS (Cont.)**

**For Individual Private Lender Only**

Name and complete address of all directors:

Is this party acting on behalf of a Trust? YES NO

If yes, name of trust: \_\_\_\_\_

**PERSONAL GUARANTEE (If Applicable)**

**If Guarantor is a Company**

Company Name: \_\_\_\_\_

A.C.N: \_\_\_\_\_

Company registered address: \_\_\_\_\_

Name and complete address of all directors:

Is this party acting on behalf of a Trust? YES NO

If yes, Name of Trust: \_\_\_\_\_

Security given by guarantor(s): \_\_\_\_\_

### If Guarantor is an Individual

Name and complete address of all directors:

Is this party acting on behalf of a Trust? YES NO

If yes, Name of Trust: \_\_\_\_\_

Security given by guarantor(s): \_\_\_\_\_

### Asset and Borrowing Details

Asset Description: \_\_\_\_\_

(If acquiring real property, please include the full legal description, as well as the common address and titles description).

Loan Amount: \_\_\_\_\_

Loan Term (Years): \_\_\_\_\_

Type of Asset: Property Shares/Others

Market value of asset being acquired: \_\_\_\_\_

Interstate Rate Type: Safe Harbour Fixed Safe Harbour Variable Others

If Others is selected from above:

- The interest rate shall be: \_\_\_\_\_ %
- Being a commercial term based on (reasoning):

Repayment Terms:

Interest in arrears and a portion of the Monies unpaid (on a monthly basis).

Others

If Others is selected from above, please answer the following:

- The Borrow shall pay to the Lender the Interest, Other Amounts and Monies in accordance with the following terms: \_\_\_\_\_ years.
- Being a commercial term based on (reasoning):

## Financial Advice

Has the member obtained financial advice regarding this decision? (We strongly recommend you seek advice).

**Yes**, and I will provide a copy of the statement of advice. I confirm that I have received a statement of advice from a licensed financial planner within the last 6 months which, among other things, recommends that I setup a limited recourse borrowing arrangement. I have based my decision to setup the limited recourse borrowing arrangement on the advice I received from the financial planner, and for this reason, I do not require advice from SuperGuardian.

**OR**

**No**, even though SuperGuardian has strongly recommended that I obtain advice from a licensed financial planner, I do not wish to obtain advice on whether setting up a limited recourse borrowing arrangement (specified above) is appropriate for me. I have already made a decision to setup a limited recourse borrowing arrangement.

## Disclaimer

I understand that by facilitating the establishment of the limited recourse borrowing arrangement, SuperGuardian is merely giving effect to my instructions and not giving any recommendation or statement of opinion that establishing the limited recourse borrowing arrangement is appropriate for me.

I understand that by instructing the establishment of an LRBA with a related party lender, the following key risks and considerations may apply:

1. The LRBA must comply with the requirements of the Superannuation Industry (Supervision) Act 1993 and relevant ATO rulings, including ensuring that the loan is on terms consistent with an arm's-length transaction. Non-compliance may result in significant penalties for the SMSF.
2. The terms of the LRBA must reflect commercial arrangements, including the interest rate, repayment terms, and loan-to-value ratio, to ensure compliance with the arm's-length and sole-purpose test provisions. You acknowledge that we have not advised or otherwise provided you with any recommendation with respect to the terms of the LRBA.
3. The SMSF must have sufficient liquidity to meet loan repayments and other SMSF obligations without breaching superannuation laws.
4. The establishment and operation of an LRBA may have tax consequences, including the deductibility of interest expenses and the treatment of capital gains upon the sale of the asset.
5. Ongoing monitoring and reporting are required to ensure that the related party loan remains compliant with arm's-length requirements.
6. The value of the asset acquired under the LRBA may fluctuate, and a decline in value could adversely impact the financial position of the SMSF.
7. I acknowledge that I am solely responsible for determining that the borrowing arrangement is reasonable, appropriate, and consistent with the investment strategy of the SMSF and its overall compliance with superannuation law.
8. I acknowledge that SuperGuardian's responsibility is limited to instructing a third-party service provider to prepare the legal documents necessary to establish the LRBA arrangement in accordance with your instructions. SuperGuardian is not the provider of these documents and does not provide any assurance with respect to those.

9. I acknowledge that I am informed of these risks and considerations and that SuperGuardian is only implementing my instructions based on this document without providing any advice or recommendations.

### **Member Authority**

Signed by the **instructing member**.

Member: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**OR**

### **Adviser Authority**

Authorised Adviser has provided a Statement of Advice to the fund and signed Authority to Proceed.

Adviser: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_