

LRBA (Limited recourse borrowing arrangement)

WE. SMSF

Complete this form and return to documentservices@wesmsf.com.au or mail to PO Box 00 Robina QLD 4226.

Documentation services required (Tick whichever is applicable):

Limited recourse borrowing arrangement type (Please select one):

Third party lender (Please complete section G) - \$2,100 incl GST

Related party lender (Please complete section H) - \$2,750 incl GST

Mortgage documents (for related party LRBA's only) - Additional costs of \$2,100 incl GST apply

Incorporation of a Corporate Custodian - Additional costs of \$1000 incl GST apply

Amendment of the rules of the SMSF - Additional costs apply, complete our Trust deed amendment form

SECTION A: ACCOUNTANT/ADVISER DETAILS

Contact person			Firm name		
Postal address					
Suburb			State		Postcode
Phone		Email			
Mobile		CC email			
The documents will be emailed by Abbot & Morley Lawyers to the address(es) listed above.					

SECTION B: FUND DETAILS

 (Tick whichever is applicable)

SMSF name			
ABN			
Trustee structure	Individual trustees	Corporate trustee (Complete company name and ACN below)	
Company name		ACN	

SECTION C: DETAILS OF MEMBER(S), TRUSTEES/DIRECTOR(S) ETC

 (Tick whichever is applicable)

INDIVIDUAL 1	Member	Individual Trustee	Director (Corporate trustee)
Full <u>legal</u> name (First/Middle/Last)			Title
INDIVIDUAL 2	Member	Individual Trustee	Director (Corporate trustee)
Full <u>legal</u> name (First/Middle/Last)			Title
INDIVIDUAL 3	Member	Individual Trustee	Director (Corporate trustee)
Full <u>legal</u> name (First/Middle/Last)			Title
INDIVIDUAL 4	Member	Individual Trustee	Director (Corporate trustee)
Full <u>legal</u> name (First/Middle/Last)			Title
INDIVIDUAL 5	Member	Individual Trustee	Director (Corporate trustee)
Full <u>legal</u> name (First/Middle/Last)			Title
INDIVIDUAL 6	Member	Individual Trustee	Director (Corporate trustee)
Full <u>legal</u> name (First/Middle/Last)			Title

SECTION D: PLEASE ATTACH THE FOLLOWING (Tick whichever is applicable, and attach)

The SMSF's current trust deed/rules

(Please note that your lender may require you to obtain a deed of amendment - Ensure that you have discussed this with them)

Change of trustee documents (if the trustee has changed since the execution of the current deed/rules)

A copy of the latest ASIC company statement (or recent company extract) for any company involved

(A fee may apply if not provided)

A copy of the purchase contract for the asset

SECTION E: CUSTODIAN DETAILS (Tick whichever is applicable)

Individual custodian(s) (Complete from Individual 1 below)				
Existing corporate custodian (Please attach a copy of the latest ASIC company statement. A fee may apply if not provided)				
Company name	ACN			
Would you like WE SMSF to become the ASIC agent and registered office? (Additional fees apply)		Yes	No	
New corporate custodian (WE SMSF are instructed to provide any relevant information to 3rd parties in relation to the incorporation of this company)				
Preferred company name				
Alternate company name				
Would you like WE SMSF to become the ASIC agent and registered office? (Additional fees apply)		Yes	No	
Registered office address (if not WE SMSF)				
Suburb	State		Postcode	
ASIC requires full physical address details and will not accept a PO Box, property name or Mail Service number. If rural property, please provide the name of the access road to the property				
Principal place of business address				
Suburb	State		Postcode	

INDIVIDUAL 1	Individual custodian	Director (Corporate custodian)	Secretary
Full <u>legal</u> name (First/Middle/Last)			Title
<i>Only complete the following if a company is being incorporated</i>			
Director identification number	Date of birth		
Residential address			
Suburb	State		Postcode
Place of birth (Country, State, Suburb)	Number of ordinary shares to be issued		

SECTION E: CUSTODIAN DETAILS (CONTINUED) (Tick whichever is applicable)

INDIVIDUAL 2	Individual custodian	Director (Corporate custodian)	Secretary
Full legal name (First/Middle/Last)			Title
<i>Only complete the following if a company is being incorporated</i>			
Director identification number			Date of birth
Residential address			
Suburb	State	Postcode	
Place of birth (Country, State, Suburb)			Number of ordinary shares to be issued
INDIVIDUAL 3	Individual custodian	Director (Corporate custodian)	Secretary
Full legal name (First/Middle/Last)			Title
<i>Only complete the following if a company is being incorporated</i>			
Director identification number			Date of birth
Residential address			
Suburb	State	Postcode	
Place of birth (Country, State, Suburb)			Number of ordinary shares to be issued
INDIVIDUAL 4	Individual custodian	Director (Corporate custodian)	Secretary
Full legal name (First/Middle/Last)			Title
<i>Only complete the following if a company is being incorporated</i>			
Director identification number			Date of birth
Residential address			
Suburb	State	Postcode	
Place of birth (Country, State, Suburb)			Number of ordinary shares to be issued
INDIVIDUAL 5	Individual custodian	Director (Corporate custodian)	Secretary
Full legal name (First/Middle/Last)			Title
<i>Only complete the following if a company is being incorporated</i>			
Director identification number			Date of birth
Residential address			
Suburb	State	Postcode	
Place of birth (Country, State, Suburb)			Number of ordinary shares to be issued

SECTION E: CUSTODIAN DETAILS (CONTINUED) (Tick whichever is applicable)

INDIVIDUAL 6	Individual custodian	Director (Corporate custodian)	Secretary
Full <u>legal</u> name (First/Middle/Last)			Title
<i>Only complete the following if a company is being incorporated</i>			
Director identification number		Date of birth	
Residential address			
Suburb	State	Postcode	
Place of birth (Country, State, Suburb)			Number of ordinary shares to be issued

SECTION F: ASSET BEING PURCHASED

Provide details of the Asset to be purchased using the loan amount and as permitted under sections 67A and 67B of the Superannuation Industry (Supervision) Act 1993. Please be advised that neither WE SMSF nor Abbot & Morely Lawyers is liable for or accepts liability for compliance with the requirements of sections 67A and 67B of the Superannuation Industry (Supervision) Act 1993.

The Custodian will hold the Asset on trust for the SMSF and the SMSF will hold a beneficial interest in the Asset. Neither WE SMSF or Abbot & Morley Lawyers is responsible to check the accuracy of the Asset's information as provided below.

Asset details			
<i>Only complete the following if the Asset is real property</i>			
Street address			
Suburb	State	Postcode	
Folio identifier			

SECTION G: THIRD PARTY LENDER BORROWING ARRANGEMENT DETAILS

Governing law (Which state will the LRBA be governed by?) ¹	
Name of third party lender / Bank	
Contact person ²	
Contact number	
Contact email	

¹ If the Asset purchased is real property, the Borrowing Arrangement will be governed in the state in which the property is located.

² This person will receive a copy of the Bare Trust document in order to confirm that they are acceptable to the lender.

SECTION H: RELATED PARTY LENDER BORROWING ARRANGEMENT DETAILS

Individual lender (Enter full legal names below of <u>ALL</u> individual lenders if more than 1 person)			
Full legal name(s) (First/Middle/Last)			
Corporate lender (Enter full legal names below of <u>ALL</u> directors of the company if more than 1 person)			
Company name		ACN	
Full legal name(s) (First/Middle/Last)			
Trust lender (Enter full legal names below of <u>ALL</u> the trustees/directors of the corporate trustee of the lender if more than 1 person)			
Trust name		ABN	
Corporate trustee		ACN	
Full legal name(s) (First/Middle/Last)			
Loan amount (non-recourse)	\$		
Safe harbour rules ³ apply			
Safe harbour rules do not apply – <i>Please complete the following details</i>			
Loan amount interest ⁴ rate ⁵	%		
Interest repayment periods (in arrears)	Monthly	Quarterly	
Interest repayment	Principal & interest	Interest only	
Term of the loan	years		
Governing law (Which state will the LRBA be governed by?) ⁶			

³ Please see included appendix.

⁴ Please note that for Superannuation Law purposes the Loan Amount Interest Rate as agreed between the SMSF and the Custodian/Lender or the Lender must be on an arm's length basis and the term and conditions of the borrowing must be no more favourable than those which it is reasonable to expect would apply if the borrower and the lender were dealing with each other at arm's length in the same circumstances. It is noted for further emphasis that the Loan Amount must be of a non-recourse nature and the Loan Amount Interest Rate should reflect this fact. For further reference please refer to section 109 of the Superannuation Industry (Supervision) Act 1993. Where a company is acting as the Lender, you should also seek advice concerning Division 7A of the Income Tax Assessment Act 1936 prior to entering in to a borrowing structure.

⁵ The "Default Interest Rate" as defined in the Borrowing Arrangement will be 4% higher than the Loan Amount Interest Rate.

⁶ If the Asset purchased is real property, the Borrowing Arrangement will be governed in the state in which the property is located.

ACKNOWLEDGEMENT & AUTHORITY

The trustee(s) or director(s) of the corporate trustee hereby:

- acknowledge they have read, understood, and agreed to the terms detailed in WE SMSF's [Privacy Policy](#),
- declare the information provided on this form is true and correct and agree to pay for the services requested on this form and, in the event that any information on this form is incorrect and WE SMSF are requested to amend the documentation, agree to pay any amendment fees charged,
- acknowledge and understand to complete the documentation WE SMSF will prepare on the basis that all individuals are 18 or older and they have their capacity to sign, unless told otherwise,
- (in the case of a new company, if applicable:
 - instruct & authorise WE SMSF to provide any relevant information to 3rd parties in relation to the establishment of this company, and appoint such 3rd party as an agent to sign and lodge the application for registration of the company/change of company details
 - declare the director(s), secretary(ies) and shareholder(s) on this form have consented in writing to their appointment (as required by the Corporations Act)
- instruct WE SMSF to provide the services requested on this form to the trustee(s) or director(s) of the corporate trustee using the information provided on this form, and acknowledge and understand that neither the contents of this form, nor the documentation prepared or other services provided constitute 'Financial Product Advice' as defined in the Corporations Act 2001 and should not be regarded as such, and
- acknowledge and understand unless a Statement of Advice from Wealth Effect Group recommending the course of action contemplated by these documents has been obtained, WE SMSF has not reviewed the personal circumstances of any individual to determine whether or not the requested services are appropriate.

Signature of person authorised to make the above statements on behalf of the trustee(s) or director(s) of the corporate trustee

Print name

Date

PAYMENT INFORMATION

Amount:	\$
EFT transfer	BSB: 182-182 Account: 000000000 <i>Please attach transaction receipt of payment to service form as confirmation of payment</i>
Credit card	Document services payments <i>Please attach transaction receipt of payment to service form as confirmation of payment</i>
Direct debit authority in place	

SAFE HARBOUR RULES

	Real property (residential or commercial)	Collection of stock exchange listed shares/units
Interest rate	<p>RBA Indicator Lending Rates for banks providing standard variable housing loans for investors.</p> <p>Applicable rates:</p> <ul style="list-style-type: none"> • 2023/24 : 8.85% • Later years : the rate published for the month of May immediately prior to the start of the relevant financial year 	<p>RBA Indicator Lending Rates for banks providing standard variable housing loans for investors plus 2%.</p> <p>Applicable rates:</p> <ul style="list-style-type: none"> • 2023/24 : 8.85% plus 2% = 10.85% • Later years : the rate published for the month of May immediately prior to the start of the relevant financial year plus 2%
Fixed / variable interest rate	<p>Interest rate may be variable or fixed.</p> <p>Variable Use the applicable rate (as set out above) for each year of the LBRA.</p> <p>Fixed Trustees may choose to fix the rate at the commencement of the arrangement for a specified period, up to a maximum of 5 years. The loan must convert to a variable interest rate loan at the end of the nominated period.</p> <p>The fixed rate that applies for any arrangement commenced in 2023/24 is 8.85%.</p>	<p>Interest rate may be variable or fixed.</p> <p>Variable Use the applicable rate (as set out above) for each year of the LBRA.</p> <p>Fixed Trustees may choose to fix the rate at the commencement of the arrangement for a specified period, up to a maximum of 3 years. The loan must convert to a variable interest rate loan at the end of the nominated period.</p> <p>The fixed rate that applies for any arrangement commenced in 2023/24 is 10.85%.</p>
Term of the loan	<ul style="list-style-type: none"> • Original loan: 15 year maximum loan term • Re-financed loan : maximum loan term is 15 years less the duration(s) of any previous loan(s) relating to the asset. 	<ul style="list-style-type: none"> • Original loan: 7 year maximum loan term • Re-financed loan : maximum loan term is 7 years less the duration(s) of any previous loan(s) relating to the collection of assets.

LRBA- Appendix

WE. SMSF

	Real property (residential or commercial)	Collection of stock exchange listed shares/units
Loan to Market Value Ratio (LVR)	<p>Maximum LVR : 80%</p> <p>If more than one loan is taken out to acquire (or refinance) the asset, the total amount of all those loans must not exceed 80% LVR.</p> <p>The market value of the asset is to be established when the loan (original or re-financing) is entered into.</p>	<p>Maximum LVR : 50%</p> <p>If more than one loan is taken out to acquire (or refinance) the collection of assets, the total amount of all those loans must not exceed 50% LVR.</p> <p>The market value of the collection of assets is to be established when the loan (original or re-financing) is entered into.</p>
Security	A registered mortgage over the property is required.	A registered charge/mortgage or similar security (that provides security for loans for such assets) is required.
Personal Guarantee	Not required.	Not required.
Nature & frequency of repayments	<p>Each repayment is of both principal and interest.</p> <p>Repayments are monthly.</p>	<p>Each repayment is of both principal and interest.</p> <p>Repayments are monthly.</p>
Loan agreement	A written and executed loan agreement is required.	A written and executed loan agreement is required.