

The following documents are required by Private Lending Holdings Pty Ltd to support a loan application. Please ensure you submit these items along with this form to speed up the application process. All completed documentation must be scanned and emailed to: \_\_\_\_\_ for review.

**Important – Application to be completed by loan applicants - NOT TO BE COMPLETED BY YOUR MORTGAGE BROKER!**

## LOAN APPLICATION CHECKLIST

### PURPOSE OF APPLICATION

- Refinance     Purchase     2nd Mortgage/Caveat     Equity Release     Construction/Development

### REQUIRED FOR EVERY APPLICATION:

- Fully completed application form. All signatures must be wet signatures  
 Current rates notice/s for all properties being used as security for this loan  
 6 months property loan statements (all lenders with an interest in the property)  
 Driver's licence/passport (for all directors & guarantors) 100 points of ID each  
 Supporting documentation of funds use (see SECTION D)  
 Evidence of income e.g 3 months trading, BAS & rental statements

### ADDITIONAL REQUIREMENTS (if applicable now or before settlement)

- ATO Tax Portals both Personal and Company for all borrowers  
 Copy of Sale Contract (only if property is under a contract of sale)  
 Copy of Other Supporting Documentation, being \_\_\_\_\_  
 Copy of Trust Deed and Any Variation     Land Tax Clearance Certificate

### BROKER:

Broker's Name

Broker Company Name

Email address

Contact Number(s)

*Broker's acknowledgement that required supporting documentation is attached to the completed application.*

Broker's Signature

## Section- A

### INDIVIDUALS / GUARANTORS

#### APPLICANT 1

- Individual     Joint Applicant

Director ID: \_\_\_\_\_ Aust Resident?  Yes  No

Company Officer Role (If Applicable):  Director     Secretary

Title: \_\_\_\_\_ Name: \_\_\_\_\_ Family Name: \_\_\_\_\_ Persons in Household 1: \_\_\_\_\_

Home Address: \_\_\_\_\_ Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Income - Self Employed: \_\_\_\_\_ PAYG: \_\_\_\_\_ Total Rents: \_\_\_\_\_ Dependants?: \_\_\_\_\_

D/L No & Exp Date: \_\_\_\_\_ Home/Work/Mobile: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Email address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

#### APPLICANT 2

- Individual     Joint Applicant

Director ID: \_\_\_\_\_ Aust Resident?  Yes  No

Company Officer Role (If Applicable):  Director     Secretary

Title: \_\_\_\_\_ Name: \_\_\_\_\_ Family Name: \_\_\_\_\_ Persons in Household 2: \_\_\_\_\_

Home Address: \_\_\_\_\_ Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Income - Self Employed: \_\_\_\_\_ PAYG: \_\_\_\_\_ Total Rents: \_\_\_\_\_ Dependants?: \_\_\_\_\_

D/L No & Exp Date: \_\_\_\_\_ Home/Work/Mobile: \_\_\_\_\_

Marital Status: \_\_\_\_\_ Email address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Relationship: \_\_\_\_\_

Please advise us if you are unable to sign documents over Audio-Visual Link (i.e. Facetime) with your solicitor using an electronic signature via Docusign

## Section- B

### COMPANY BORROWER DETAILS

Company Name:

ACN:  ABN:

For the purposes of this Application, are you a trustee?  Yes  No For an SMSF?  Yes  No

Trust Name & Beneficiaries:  Date of Incorporation:

Business Description (i.e Carpentry, Medical, etc.)

Postal Address:  Suburb:  State:  Post Code:

Annual Company Income:  Email:

Country:  Phone No:

Names of all Directors & Shareholders incl %:

Registered Office:

Incorporation Date:  Principal Activity:

## Section- C

### SOLICITOR DETAILS

Applicant 1

Applicant 2

Name: <input type="text"/>	Firm: <input type="text"/>	Name: <input type="text"/>	Firm: <input type="text"/>
Address: <input type="text"/>	State: <input type="text"/> PCode: <input type="text"/>	Address: <input type="text"/>	State: <input type="text"/> PCode: <input type="text"/>
Telephone: <input type="text"/>	Email: <input type="text"/>	Telephone: <input type="text"/>	Email: <input type="text"/>

**Please ensure Solicitor(s) can witness the documents over Audio-Visual Link (i.e. Facetime) with an electronic signature via DocuSign**

### ACCOUNTANT

Contact Name:  Name of the Firm:

Address:  State:  Post Code:

Telephone:  Email:

## Section- D

### DETAILS OF LOAN REQUIRED

Net Loan Required:  Term (months):  Expected Rate:  % Proposed Settlement:

Loan Purpose:

Proposed Exit Strategy 1:  2:

Are you aware of any problems with your credit file?  Have you applied for credit in the past 60 days?

**Please provide any additional relevant information / comments regarding this application:**

**Loan Requirements:** \* Please tell us here how the loan funds will be used (approximate amounts are acceptable), the description of each item must be specific, and the total dollars must equal the amount being applied for.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## SECURITY OF THE LOAN REQUIRED

## Property 1

Address:

Suburb:  State:  Post Code:

Use of Property:  Owner Occupied  Investment  Being Purchased  Already Owned  
 Residential  Commercial  Rural  Vacant Land  Industrial  Other

Estimated Value:  Purchase Price:  Details of loan arrears (if applicable):

Mortgage on Property:  First Mortgage  Second Mortgage Lender:  Amount:

Mortgage on Property:  First Mortgage  Second Mortgage Lender:  Amount:

Name(s) on titles if different to the borrower(s) names:

Relationship to borrowers:  Description: Single Storey:  2-Storey:  Land Size M2:

## Property 2

Address:

Suburb:  State:  Post Code:

Use of Property:  Owner Occupied  Investment  Being Purchased  Already Owned  
 Residential  Commercial  Rural  Vacant Land  Industrial  Other

Estimated Value:  Purchase Price:  Details of loan arrears (if applicable):

Mortgage on Property:  First Mortgage  Second Mortgage Lender:  Amount:

Mortgage on Property:  First Mortgage  Second Mortgage Lender:  Amount:

Name(s) on titles if different to the borrower(s) names:

Relationship to borrowers:  Description: Single Storey:  2-Storey:  Land Size M2:

## Property 3

Address:

Suburb:  State:  Post Code:

Use of Property:  Owner Occupied  Investment  Being Purchased  Already Owned  
 Residential  Commercial  Rural  Vacant Land  Industrial  Other

Estimated Value:  Purchase Price:  Details of loan arrears (if applicable):

Mortgage on Property:  First Mortgage  Second Mortgage Lender:  Amount:

Mortgage on Property:  First Mortgage  Second Mortgage Lender:  Amount:

Name(s) on titles if different to the borrower(s) names:

Relationship to borrowers:  Description: Single Storey:  2-Storey:  Land Size M2:

Note: For any additional properties, please print extra copies of this page

# Section- F

## STATEMENT OF POSITION

Each applicant, company director or guarantor must complete their own statement and sign off on the bottom of the page so please duplicate this page as required. Married applicants with jointly owned assets are not required to duplicate this page.

### Applicant Name(s):

1:	<input type="text"/>	2:	<input type="text"/>
3:	<input type="text"/>	4:	<input type="text"/>

### ASSETS

### \$ VALUE OF ASSET REFI?

Property 1 at:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Property 2 at:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Property 3 at:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Property 4 at:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Property 5 at:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Property 6 at:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Deposit on Property:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Cash at Bank:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>
<small>Include Vehicles, Shares, Investments, Goodwill, Furniture, Fittings, Commissions</small>			
<b>Total Assets:</b>		<input type="text"/>	

### LIABILITIES

### LENDER DETAILS

### \$ REPAYMENT

### \$ VALUE OF LIABILITY

Mortgage Property 1 with:	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
Mortgage Property 2 with:	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
Mortgage Property 3 with:	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
Mortgage Property 4 with:	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
Mortgage Property 5 with:	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
Mortgage Property 6 with:	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
Cards, Overdraft & LOC:	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
BNPLs (e.g. AfterPay):	<input type="text"/>	@	<input type="text"/>	Per Month	<input type="text"/>
Living Expenses househ:	<input type="text"/>	=	<input type="text"/>	Per Month	
Basic Expenses househ:	<input type="text"/>	=	<input type="text"/>	Per Month	

I/we declare that the above information is true and correct in every particular and it is upon the basis that I/we make the application.

**Total Monthly:**  **Total Liabilities:**

Name (Applicant 1) \_\_\_\_\_ (Applicant 2) \_\_\_\_\_  
 Signature  \_\_\_\_\_  \_\_\_\_\_ Date \_\_\_\_\_

**Surplus Assets:**

Name (Applicant 3) \_\_\_\_\_ (Applicant 4) \_\_\_\_\_  
 Signature  \_\_\_\_\_  \_\_\_\_\_ Date \_\_\_\_\_

**Section- G**

**- All checkboxes to be ticked Yes or No**

Where you have answered "Yes" to questions below please attach copies of any documents and/or reports.

Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Does the Borrower(s) and the Guarantor(s) have any pending or past litigation matters (within the last 2 years)?
<input type="checkbox"/>	<input type="checkbox"/>	Do you anticipate any upcoming changes to your financial situation?
<input type="checkbox"/>	<input type="checkbox"/>	Have you had any difficulty meeting your repayments in the past two years?
<input type="checkbox"/>	<input type="checkbox"/>	Have you ever made an application for hardship with any lender?
<input type="checkbox"/>	<input type="checkbox"/>	Have you been subject to financial judgements, bankruptcy notices, insolvencies or any legal proceedings?
<input type="checkbox"/>	<input type="checkbox"/>	Have you been an office holder in a company that has been subject to involuntary receivership, liquidation or court judgment?
<input type="checkbox"/>	<input type="checkbox"/>	Have the directors/guarantors/owners provided guarantees or security to support borrowing at any other institutions?
<input type="checkbox"/>	<input type="checkbox"/>	Are there any unsatisfied judgements against the Borrower(s) and the Guarantor(s)?
<input type="checkbox"/>	<input type="checkbox"/>	Have the Borrower(s) and the Guarantor(s) been bankrupt or insolvent in the past 5 years?
<input type="checkbox"/>	<input type="checkbox"/>	Has the Borrower(s) and the Guarantor(s) been refused credit by a credit provider in the last 1 year?
<input type="checkbox"/>	<input type="checkbox"/>	Are there any outstanding debts current or otherwise due to the ATO by the Borrower(s) and the Guarantor(s)?
<input type="checkbox"/>	<input type="checkbox"/>	Does the Borrower(s) and the Guarantor(s) have outstanding Tax or BAS returns due to be lodged with the ATO?
<input type="checkbox"/>	<input type="checkbox"/>	Has the Borrower(s) and the Guarantor(s) made payment arrangements with a creditor to payout debt that is still current?
<input type="checkbox"/>	<input type="checkbox"/>	This form has been completed by the loan applicants and not a mortgage broker

**Section- H**

**DECLARATION AS TO PURPOSE OF CREDIT**

**Private Lending Holdings Pty Ltd, Archer Wealth Pty Ltd, ARW01 Pty Ltd and/or Nominee & Engine Capital**

Each applicant declares that the credit to be provided to that applicant by the credit provider will be applied wholly or predominantly for:

- business purposes and/or
- investment purposes other than investment in residential property.

**IMPORTANT**

You SHOULD NOT sign this declaration unless the loan is wholly or predominantly for business purposes; and/or investment purposes other than investment in residential property

**BY SIGNING THIS DECLARATION YOU MAY LOSE YOUR PROTECTION UNDER THE NATIONAL CREDIT CODE.**

The purpose of your application is wholly or predominately for business or investment purposes and you acknowledge that this loan is not subject to the National Consumer Credit Protections Act 2009.

This declaration has been made before I signed, or entered into, a credit relating to this intended transaction

**AND I MAKE THIS SOLEMN DECLARATION** conscientiously believing the contents to be true.

Executed by the Borrower in accordance with Section 127 of the Corporations Act 2001 by being signed by the person(s) who is/are authorised to sign for the company:			
X	X	X	X
Name:		Name:	
Date:		Date:	

# Section- I - Mortgage Application Form

## DECLARATION & SIGNATURES

This Mortgage Application Form is for applications to Private Lending Holdings Pty Ltd and/or other nominated entities as Lender – collectively “Credit Providers”

### IMPORTANT NOTICE TO APPLICANT(S) FOR CREDIT (Section 18(E)(c) Privacy Act 1988)

Notice of disclosure of your credit information to a credit-reporting agency (Privacy Act 1988).

Private Lending Holdings Pty Ltd (ACN 666 148 376), Platinum Mortgage Management Pty Ltd (ACN 125 739 568), Equity Lenders Pty Ltd (ABN 76 630 816 330), Engine Capital (ACN 654 384 433), SF Mortgage Pty Ltd A.C.N 630 372 057, ProLend Management Pty Ltd (ACN 645 251 172), Beech Capital Pty Ltd (ACN 639 057 720), Archer Wealth Pty Ltd (ACN 648 609 876), ARW01 Pty Ltd (ACN 663 391 231) and/or Nominee.

(Credit Providers) may give information about you to a credit reporting agency for the following purposes:

- to obtain a consumer credit report about you; and/or,
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.
- The information is limited to:
  - o Identity particulars – your name, gender, address (and the previous two addresses), date of birth, name of employer, and driver’s licence number.
  - o Your application for credit or commercial credit – the fact that you have applied for credit and the amount.
  - o The fact that the Credit Providers are current credit providers to you.
  - o Advice that your loan repayments are no longer overdue in respect of any default that has been listed.
  - o Information that, in the opinion of the Credit Providers demonstrates you have committed a serious credit infringement (e.g. shown intent to not comply with your credit obligations)
  - o The credit provided to you by Credit Providers has been paid or otherwise discharged.

### Costs of Application

At your expense, the Credit Providers may incur costs associated with assessing your application and conducting due diligence on the information you have provided including but not limited to search fees, valuation fees, legal fees and other costs. As consideration for the Credit Providers assessing your loan application, you agree to reimburse them for any fees, charges and costs they incur associated with your application ('costs'). I/We and each other security provider separately charge all of the security property referred to -

- in sections E & F of this application; and or
- any associated or additional document provided to us as part of this application be it provided at the same date/time or at a later date/time than the original application; and or
- any property acquired after you have provided this application as security for the payment of the fees and expenses payable under this loan application and acknowledge that we may lodge a caveat or mortgage on the title to that property to note the interest of the Credit Providers under this provision and you grant the Credit providers PPSA Security Interest over all PPSA Personal Property

PPSA means the Personal Property Security Act 2009 (Cth)  
PPSA Personal Property means:

- all of your present and after acquired property in which you can be Borrower(s) and Guarantor(s) of a PPSA Security Interest including property which you have, or may in the future have rights or the power to transfer rights;
  - proceeds; and
  - PPSA retention of title property (as that term is defined in the Corporations Act)
  - and irrevocably charge all your interest in all real property and charge and grant a security interest over all of your interest in all personal property that you own now or in the future to secure those costs. PPSA Security Interest has the meaning given to the term 'security interest' in the PPSA.
- Other Property means all present and after-acquired property of the Borrower(s) and Guarantor(s) which is not PPSA Personal Property.

### Giving information to a Credit Reporting Agency (Section 18E (8)(c) Privacy Act 1988).

The Credit Providers have informed me that they may give certain personal information about me to a credit-reporting agency.

**Access to Commercial Credit Information (Section 18L (4) Privacy Act 1988).**  
I/We agree that the Credit Providers may obtain information about me/us from a business which provides information about the commercial credit worthiness of person for the purpose of assessing my/our application for consumer credit.

**Access to Consumer Credit Information (Section 18K (1)(b) Privacy Act 1988).**  
I/We agree that the Credit Providers may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit. **Exchange of Credit Worthiness Information (Section 18N (9) Privacy Act 1988).**

I/We agree that the Credit Providers may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- To assess an application by me/us for credit;
- To notify other credit providers of a default by me/us;
- To exchange information with other credit providers as to the status of this loan where I am in default with other providers; and,
- To assess my/our credit worthiness

I/We understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history, or credit capacity that credit providers are allowed to exchange under the Privacy Act. I/we hereby apply to establish credit facilities with the Credit Providers and agree to abide by the attached terms and conditions. I/we understand that a credit check will be undertaken as part of this application and that I/we have read and understood the acknowledgment and authority regarding the Privacy Protection of Information.

**Exchange information with CRBs:** We may exchange your personal and credit information with the following CRBs:

- Illion (Australia) Pty Limited – www.illion.com.au – contact on 13 23 33; see privacy policy at <https://www.illion.com.au/privacy-policy>
- Experian Australia Credit Services Pty Limited – www.experian.com.au – contact on 1300 783 684; see privacy policy at <https://www.experian.com.au/privacy-policy-terms-conditions>
- Equifax Pty Limited – www.equifax.com.au – contact on 13 83 32; see privacy policy at <https://www.equifax.com.au/privacy>

**Exchange information:** We may exchange personal and credit information with the following types of entities, some of which may be located overseas. Please see our privacy policy for more information.




- Finance brokers, mortgage managers, and persons who assist us to provide our products to you
- Financial consultants, accountants, lawyers and advisers
- Any industry body, tribunal, court or otherwise in connection with any complaint regarding the approval or management of your loan – for example if a complaint is lodged about us or the lender
- Businesses assisting us with funding for loans
- Trade insurers
- Any person where we are authorised by law to do so
- Any of our associates, related entities or contractors
- Your referees, such as your employer, to verify information you have provided
- Any person considering acquiring an interest in our business or assets
- Any organisation providing online verification of your identity

### General

By signing and/or initialing this form you declare that:

- the information provided by you is true and correct in every particular and the Credit Providers are relying on the information that you provided in this application
- this application does not impose any responsibility on Credit Providers to lend you any money and that they may decline your application in their sole and absolute discretion
- the loan subject of this application may require a valuation and Credit Providers may obtain a valuation of the properties at your expense
- if the Credit Providers provides the credit requested in this application, you will execute the security documents and mortgages that the Credit Providers require over the loan subject
- the Credit Providers and intermediaries may be paid fees, margins and commissions in respect of the credit arranged and provided by you
- the Credit Providers are entitled to retain all upfront fees and recover any costs, including the fee paid for the valuation. Whether the Credit Providers ultimately decide to grant or refuse your application for credit, the valuation will always remain their property
- obtaining finance by deception, fraud, or dishonesty, which includes making false statements as to income, are crimes which may be punishable by imprisonment

Executed by the Borrower in accordance with Section 127 of the Corporations Act 2001 by being signed by the person(s) who is/are authorised to sign for the company:

		
X	X	X
Name:	Name:	
Date:	Date:	

**PLEASE ENSURE THAT ALL DETAILS ARE COMPLETED IN FULL.**

**Only fully completed applications will be assessed. Please read carefully before signing. All must sign.**



TERMS OF ENGAGEMENT

SCHEDULE AND ACCEPTANCE

Term Meaning

Client 1 Name(s) of Borrower(s): \_\_\_\_\_ ACN: \_\_\_\_\_

Client 2 Name(s) of Guarantor(s): \_\_\_\_\_

Address(s) of Security Property(s): \_\_\_\_\_

Facility Loan Amount(s): 1st RM \_\_\_\_\_ 2nd RM \_\_\_\_\_ Caveat/Mezz \_\_\_\_\_

Purpose: \_\_\_\_\_ Loan Term: \_\_\_\_\_ months from advance date

Fees Facilitation+Coordination Fee: 1st RM \_\_\_\_\_ 2nd RM \_\_\_\_\_ or \_\_\_\_\_

Lender's Management Fee: \_\_\_\_\_ per month for \_\_\_\_\_ months of loan term \_\_\_\_\_

Upfront Establishment Fee: \_\_\_\_\_ Mortgage Management Fee: \_\_\_\_\_

**By entering into and signing this Terms of Engagement to Act you irrevocably acknowledge and agree that:**

1. You have appointed Private Lending Holdings Pty Ltd (PLH) exclusively solely to negotiate with funders/lenders and obtain approval for the Facility, or on such terms as you accept, on a reasonable efforts basis (Approval). An approval includes one or more of the following: an indicative letter of offer, a conditional letter of offer, a conditional loan approval, an approval subject to valuation, a letter of intent & a lender's term sheet;
2. You jointly and severally provide PLH with an immediate and irrevocable authority to approach, communicate with, give and receive information (without limitation and in PLH's sole discretion and to the extent that they consider is necessary) from and to any other creditor provider, lender, similar identifier or any necessary third party for the purposes of the Facility;
3. Any fee's charged by PLH or any proposed lender including: valuation, security assessment, establishment, application, coordination, acceptance, mortgage management, line, lender's management and other fees, are unascertainable at the time of signing this Terms of Engagement;
4. You are liable to pay PLH the Upfront Establishment Fee (if contained in the Schedule & Acceptance):
  - a. immediately upon signing this Terms of Engagement to Act;
  - b. regardless of whether we agree to defer payment of the Upfront Establishment Fee;
  - c. whether or not we obtain an Approval; and
  - d. whether it is you or PLH who terminates this Terms of Engagement
5. You are liable to pay PLH the Facilitation Fee, Coordination Fee, Establishment Fee, Mortgage Management Fee and/or Lender's Management Fee (if contained in the Schedule & Acceptance) immediately upon PLH obtaining an Approval;
6. The Facilitation Fee, Coordination Fee, Establishment Fee, Mortgage Management Fee and/or Lender's Management Fee (if contained in the Schedule & Acceptance) is payable by you regardless of whether PLH obtains an Approval for a facility in the precise terms as contained in the Schedule & Acceptance, provided at least one of the following criteria is met:
  - a. The Approval is sufficient to satisfy the Facility's Purpose in the Schedule & Acceptance; and
  - b. The Approval is for a Loan Amount not less than 80% of the amount in the Schedule & Acceptance
7. You may elect to defer payment of the Facilitation Fee, Coordination Fee, Establishment Fee, Mortgage Management Fee and/or Lender's Management Fee to the settlement of your loan;
8. If you elect to defer payment of the Facilitation Fee, Coordination Fee, Establishment Fee, Mortgage Management Fee and/or Lender's Management Fee, you are liable to pay PLH the Facilitation Fee, Coordination Fee, Establishment Fee, Mortgage Management Fee and/or Lender's Management Fee whether or not you agree to take up the Approval;
9. If you elect to defer payment of the Facilitation Fee, Coordination Fee, Establishment Fee, Mortgage Management Fee and/or Lender's Management Fee, the lender's Solicitor (for any Facility settled for which PLH has acted on behalf of you) is to draw down in favour of PLH at settlement, the Facilitation Fee, Coordination Fee, Establishment Fee, Mortgage Management Fee and/or Lender's Management Fee due to be paid by you under this Terms of Engagement in priority to any other amounts which may be due to you under a Facility;
10. You charge as a fixed and floating charge all of your property, both real and personal, whether owned jointly, severally or as trustee, with the payment of all amounts now or in the future becoming owing under this Terms of Engagement. If requested by PLH, you must, at your own expense, execute and sign and deliver to PLH a consent to caveat or other like instrument under the real property legislation of any jurisdiction in the form prepared by PLH or its solicitors over any or all of your property. Lodging a caveat or mortgage on the title to that property will note the interest of PLH and Credit Providers under this provision and you grant the Credit providers PPSA Security Interest over all PPSA Personal Property;
11. You will pay to PLH all legal costs, on a full indemnity basis, incurred by it in enforcing its rights against you should you default on any of your obligations under this Terms of Engagement. You agree that should fees due and payable to PLH not be paid, these fees will attract interest at 15% per annum from date of approval being issued to you;
12. All costs, charges and expenses paid or incurred by PLH in relation to the Approval (including but not limited to the Fees) are required to be secured in favour of PLH prior to it proceeding. In this regard, you may elect to provide such security by either paying the above fees ("Security Amount") to PLH on or before the day you return this signed document to PLH or hereby charging ("Charge") your interest in the land ("Land") referred to as the Security Property as well as your interest in all other property (real or otherwise) that you may own now or in the future in favour of, and as security to, PLH for the payment of the Fees and all amounts that PLH may incur in connection with the enforcement of its rights under the Terms of Engagement;
13. If you elect to pay the Security Amount, you must contact PLH on phone 02 8357 7088 and (a) obtain our bank account details for PLH for payment purposes and (b) provide confirmation to PLH once such payment has been made to the relevant bank account. If the Security Amount is paid on or before the day PLH receives this signed document, PLH will not rely upon the Charge. If the Security Amount is not paid within the required timeframe, the Charge will be relied upon by PLH as security for all monies owed by you to PLH;
14. PLH is entitled to enforce the Charge granted in paragraph 12 immediately upon PLH obtaining an Approval;
15. You consent, should the Security Amount not be paid in the manner required and in reliance upon the Charge, to PLH lodging and maintaining a caveat against the title of any land owned by you, whether owned now or acquired in the future as security for all monies owed by you to PLH and you grant the Credit providers PPSA Security Interest over all PPSA Personal Property;
16. PLH will only rely on, and PLH will only be bound by, representations, promises, statements and information that is contained in written correspondence from PLH;
17. You have been given the opportunity to negotiate the Terms of Engagement documentation (this page). And, you have been given the opportunity to obtain legal and financial advice prior to entering into and signing this Terms of Engagement.
18. You or PLH may terminate this Terms of Engagement upon 14 days written notice to the other party if PLH has been unsuccessful in obtaining an Approval. All rights and obligations of the parties shall survive the termination or expiry of this Terms of Engagement under a Facility.

Signature(s) of Applicant(s), Guarantor(s) 1 & 2		Signature(s) of Applicant(s), Guarantor(s) 3 & 4	
Executed by the Borrower in accordance with Section 127 of the Corporations Act 2001		by being signed by the person(s) who is/are authorised to sign for the company:	
SIGN HERE →	X	SIGN HERE →	X
← SIGN HERE	X	← SIGN HERE	X
Name:		Name:	
Date:		Date:	

