**MANDATE TO ACT**

DATED:

11 April 2016

BETWEEN:

[Referrer] of [Address] (the “Referrer”)

AND

[Applicant Names] of [Address] (the “Applicant(s)”)

IT IS AGREED:

This mandate confirms that the Referrer has been appointed exclusively by the Applicant(s) to obtain an approval of a Loan Facility as per the **Schedule**. The Referrer shall use its best endeavours to secure a Loan Facility on reasonable terms and conditions, and will provide ancillary services as required from time to time.

The Applicant(s) authorise the Referrer to give and to receive from potential Lenders (and their associated parties) in relation to the arranging of the Loan Facility such financial and other information about the Security, the Applicant(s), related parties and incidental facets as is considered necessary or prudent by the Referrer. The Applicant(s) agree to furnish all such information as the Referrer may reasonably request.

The Referrer will assess the Applicant(s) information and prepare the submission on behalf of the Applicant(s) and will take all reasonable steps to procure an approval of the Loan Facility sought as specified in the **Schedule**.

The Applicant(s) acknowledge:

1. That they will be required to pay all reasonable fees in connection with the establishment of the Loan Facility that may be required by the Lender from time to time. E.g. Valuation Fees, Processing Fees, Legal Fees etc.
2. A Referral Fee specified in the **Schedule** shall be paid to the Referrer as consideration for the services provided pursuant to this Mandate at settlement of the Loan Facility.
3. The Applicant(s) direct the Lender to pay the Referral Fee directly to the Referrer at the time of settlement.
4. The Applicants shall remain liable to the Referrer for the amount of the Referral Fee in the event that the Lender does not pay the Referral Fee at settlement.

SCHEDULE:

|  |  |
| --- | --- |
| **Loan Facility:** | $250,000 |
| **Referral Fee:** | 2.00% (Plus GST) |
| **Product Type:** | Caveat / Registered 2nd Mortgage |
| **Security Offered:** | 123 Arrow Lane, Heathcote VIC 3000 |
|  | 321 Lane Avenue, Melbourne VIC 3222 |

DECLERATION:

I/We hereby declare that I am / We are duly empowered as the Applicant(s) to execute this Mandate and that all information given is true and accurate at the date of signature and that there are no factors not disclosed to the Referrer which may impair or impede the approval of the Loan Facility.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant 1 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Applicant 2 Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Referrer Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name