



MACKAY SUGAR LIMITED
PLANT LOAN ASSISTANCE SCHEME 2018
APPLICATION FORM

(PLEASE NOTE: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED)

Forms must be submitted to Mackay Sugar by no later than 31 July 2018

1. APPLICANT/S DETAILS

Name of Applicant/s: _____

ABN: _____

Postal Address: _____

Post Code: _____

Telephone No: _____ Mobile No: _____

Email address: _____

Farm No: _____ Total Area of Assignment: _____ ha

2. PLANTING AND LOAN DETAILS

(a) Plant Loan Scheme – New land: _____ ha
(As per attached map)

(b) Plant Loan Scheme – Productivity Land: _____ ha
(As per attached map)

(c) Plant Loan Scheme – Total Area : _____ ha

(d) Multiplied by advance rate \$1 500/ ha

(e) Plant Loan Applied for: \$ _____

Application forms can be submitted to:

- **Mackay** - P.O Box 5720, Mackay Mail Centre, Mackay, Qld, 4741, fax to 4953 8341, email to k.moore@mkysugar.com.au or contact Kevin Moore on 07 4953 8571 with any queries.

3. AUTHORITY TO DEDUCT FROM CANE PAYMENTS

I/We agree to participate in the Plant Loan Assistance Scheme and agree to and accept the attached terms and conditions.

I/We authorise Mackay Sugar Limited (Mackay Sugar) to deduct from cane payments payable to me/us:

- (a) the first loan repayment plus interest from the in-season delivery cane payments for the 2019 season;
- (b) the second loan repayment plus interest from the in-season delivery cane payments for the 2020 season;
- (c) the third loan repayment plus interest from the in-season delivery cane payments for the 2021 season, including the final balance of principal and interest then owing; and
- (d) any overdue principal and interest under the loan owing to Mackay Sugar.

DATE

SIGNATURE OF APPLICANT/S

4. DECLARATION (TO BE SIGNED BEFORE A JUSTICE OF THE PEACE)

I/We _____
NAME/S IN FULL

of _____
PLACE OF PRESENT RESIDENCE OCCUPATION

do solemnly and sincerely declare that:

I/We are in a financial position to repay the loan and that the Authority to Deduct from cane payments will not conflict with any other financial authorities or liens.

I/We make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1867-1981.

Made and subscribed at _____

this _____ day of _____ 20____

before me

JUSTICE OF THE PEACE

SIGNATURE OF DECLARANT/S

TERMS AND CONDITIONS - PLANT LOAN ASSISTANCE SCHEME

- a) Plant Loan assistance will be available to credit approved suppliers of Mackay Sugar for cane planted in 2018 on ground not previously used for the growing of cane or ground that has not been planted with cane for more than two years.
- b) Plant Loan assistance will be available to credit approved suppliers of Mackay Sugar for cane planted on ground in 2018 that will achieve productivity improvements (Productivity Land). Productivity Land is defined as ground yielding 20% below the average for the zone within which the land is situated and the land is under new management. New management is defined as a clear change in control of the ground, demonstrated by means of a sale or lease agreement or other documented change that is acceptable to Mackay Sugar.
- c) Plant Loans will be advanced at \$1,500/ha on eligible areas, paid to the applicant's cane pay account subsequent to the verification of the planting by a Mackay Sugar Cane Supply Officer. Loans are limited to a maximum of \$150,000 per applicant (or 100 hectares).
- d) Registration by completing and submitting an application form does not commit growers to borrow the money. Upon the approval of an application by Mackay Sugar, a facility will be established to ensure that funds will be available to borrow when the cane is planted and verified.
- e) Loan advances will be paid based on information supplied on Plant Verification forms completed by growers and received by Mackay Sugar on or before 31 October 2018.
- f) Growers may be requested to demonstrate their financial security and ability to make repayments. Mackay Sugar maintains the right to accept or reject any application without supplying reasons or entering into negotiations.
- g) Interest will be charged at 0% per annum. Mackay Sugar will provide a loan statement twice a year as at 30 June and 31 December.
- h) The repayments will be due and spread over the 2019, 2020 and 2021 seasons. Payments will be deducted from the grower's 'in-season delivery payments' on a \$/tonne of cane basis determined by pre-season and subsequent crop estimates.
- i) Subject to clause (j), the aggregate annual repayment amount for each season is one-third of the amount advanced.

- j) The final installment for the 2021 season repayment will be deducted from the grower's 2021 'end of season adjustment' cane payment.
- k) Any repayment not recovered by the conclusion of the relevant crushing season may be deducted in full by Mackay Sugar from the 'end of season' payment for that season and any subsequent cane payments.
- l) Mackay Sugar may offset any outstanding amount it is owed by a grower (**Defaulting Grower**) against any cane payments owing to:
- a. the Defaulting Grower;
 - b. any individual grower who is a member of the Defaulting Grower;
 - c. any group of growers or grower entity in which any of the members of the Defaulting Grower has an interest,
- for any cane delivered by that grower on any cane production area, regardless of whether that cane production area has been specified in the application form. All amounts in default will accrue interest at a default interest rate to be determined by Mackay Sugar.
- m) Growers may repay the loan or part thereof earlier.
- n) If an Event of Default occurs with respect to a grower, the balance of the loan principal and any default interest immediately due and payable to Mackay Sugar without demand.

For the purposes of this clause, an **Event of Default** includes the following:

- (i) a grower transfers, or attempts to transfer, by sale or otherwise, the cane production area attaching to his or her farm;
- (ii) the quantity of cane delivered to Mackay Sugar by a grower is not, in Mackay Sugar's opinion, sufficient to meet the loan repayment obligations of that grower for that season;
- (iii) a grower ceases to grow cane or otherwise ceases to carry on business as carried out immediately before and on the date of signing the loan application form;
- (iv) a grower, if a natural person, becomes bankrupt under the *Bankruptcy Act 1966* (Cth) or proceedings or an analogous process are commenced against the grower that will or may result in the person being declared bankrupt and those

proceedings or process are not stayed or discontinued within 21 days of commencement;

- (v) a grower, if a company, has an administrator, receiver or controller appointed under the *Corporations Act 2001* (Cth) or if legal proceedings or an analogous process are commenced against the grower that will or may result in the appointment of an administrator, receiver or controller and those proceedings or process are not stayed or discontinued within 21 days of commencement; and
 - (vi) a grower does not comply with his or her repayment obligations under these loan terms and conditions.
- o) All monetary amounts are in Australian dollars.
- p) A reference to a person includes a corporation or trust and a reference to a corporation or trust includes a person.
- q) If a party to this document consists of more than one person, or a term is used in this document to refer to more than one party:
- (i) an obligation of those persons is joint and several; and
 - (ii) a right of those persons is held by each of them severally.
- r) These terms and conditions are binding, and form the terms and conditions of the agreement between the parties relating to the advance and repayment of the loan, immediately upon any loan amount being advanced to the grower.
- s) These terms and conditions and the agreement formed between Mackay Sugar and the grower upon an advance of the loan funds by Mackay Sugar is governed by the laws of Queensland. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Queensland and the courts competent to hear appeals from those courts.

Applicant/s to initial
