

MARKETING NOMINATION TRANSFER REQUEST FORM
2017, 2018 AND 2019 SEASONS

Trading Name:	
ABN:	
District:	
Email:	

This form is to be completed by growers who:

- **have previously signed a Cane Supply Agreement; and**
- **have nominated GEI sugar to Wilmar Sugar Australia Trading Pty Ltd (WSAT) for any or all of the 2017, 2018 and 2019 seasons under Schedule 1B of that Cane Supply Agreement,**

but now wish to transfer all or part of those nominations and associated GEI sugar and pricing to Queensland Sugar Limited (QSL).

Prior to commencing the marketing nomination transfer process, you (the Grower) acknowledge and agree to the following:

- The terms and conditions of the marketing nomination transfer process are set out in detail below. In summary:
- A GEI Sugar Sales Agreement (**GEISSA**) between Wilmar Sugar Pty Ltd (**WSPL**) and QSL was executed on Monday 22 May 2017 (with this date being known as the **GEISSA Notification**).
- You will have 10 business days from 22 May 2017 – that is, until **5.00pm on Monday 5 June 2017** – to submit this Marketing Nomination Transfer Request Form (**Request**).
- WSAT will then notify you in writing within 20 business days – that is, by no later than **5.00pm Monday 19 June 2017** – of the following (**Quote**):
 - The indicative amount of your marketing nomination and the corresponding estimated amount of GEI sugar that is eligible to be transferred to QSL.

- The indicative costs, if any, of giving effect to the transfer, which will be recovered via the Cane Payments System.
- If you wish to proceed with the transfer, you will be required to create a new schedule 1B to your CSA using the GrowerWeb within 3 business days of the receipt of the Quote.
- If WSAT does not receive the notice to proceed with the transfer (via the creation of a new schedule 1B to your CSA using the GrowerWeb) within the required timeframe, you will be deemed to have decided not to proceed with the proposed transfer.
- As set out in the terms and conditions below:
 - the transfer is conditional on a number of factors, including QSL being willing to accept the marketing nomination transfer; and
 - the amount of GEI to be transferred and the actual costs of effecting the transfer may differ from the indicative amounts and costs stated in the Quote due to market movements and other factors.
- Within 3 business days of execution of the transfer to QSL, WSAT will confirm the final nomination transfer details in writing.

Please complete the following table to indicate your request to transfer to QSL part or all of your marketing nomination previously made under your CSA to WSAT:

Season	% of GEI sugar <i>currently</i> nominated to be marketed by WSAT* (*This information is available on the GrowerWeb)	% of GEI sugar requested to be transferred to QSL	% of GEI sugar requested to remain with WSAT
2017	[insert]%	[insert]%	[insert]%
2018	[insert]%	[insert]%	[insert]%
2019	[insert]%	[insert]%	[insert]%

I (the Grower) agree to all the relevant terms and conditions, and request the transfer of my marketing nomination (and associated GEI sugar and pricing) as per the table above.

Signed: _____

Name: _____

Date: _____

Please sign and either:

- fax back to Wilmar on 1300 753 457; or
- scan and email to canepri@wilmar.com.au

Terms and conditions of the marketing nomination transfer process

1 Marketing nomination transfer terms

1.1 Election to transfer

If you elect to transfer to Queensland Sugar Limited (**QSL**) part or all of your marketing nomination previously made under your Cane Supply Agreement (**CSA**) to Wilmar Sugar Australia Trading Pty Ltd (**WSAT**), then that transfer will be governed by the terms and conditions set out below.

If you elect not to transfer a marketing nomination previously made under your CSA, then your rights and obligations will be governed by your CSA with the Mill Owner and by the Pricing and Pooling Agreement (**PPA**) with WSAT.

1.2 Process for transfer

If you wish to transfer part or all of your marketing nomination from WSAT to QSL:

- (a) You must have signed a CSA with the Mill Owner.
- (b) Once a GEI Sugar Sales Agreement (**GEISSA**) with QSL is signed, the Mill Owner will notify you via the GrowerWeb (**GEISSA Notification**).
- (c) You will have the right to request a transfer of part or all of your marketing nomination from WSAT to QSL by written notice to the Mill Owner using a form specified by the Mill Owner (**Request**) as published on the GrowerWeb.
- (d) The Request is to be made with 10 Business Days of the GEISSA Notification.
- (e) If the Mill Owner receives a Request, then the Mill Owner or its agent will, within 20 Business Days of the GEISSA Notification, notify you in writing as to the following (**Quote**):
 - (i) The indicative amount of your marketing nomination and the corresponding estimated amount of the GEI sugar that is eligible to be transferred to QSL. (The assessment of the amount of your marketing nomination and the corresponding estimated amount of the GEI sugar that is eligible to be transferred will be based on the factors referred to in paragraph 2 below.)
 - (ii) The indicative costs of giving effect to the transfer referred to in paragraph 1.2(e)(i), including those outlined in paragraph 1.2(h)(iv) below.
- (f) If you wish to proceed with the transfer of your marketing nomination the subject of the Quote, you can do so up to the maximum level specified in the Quote, by creating a new schedule 1B to your CSA using the GrowerWeb (**Acceptance**). Given that physical sales and pricing will continue to occur in the ordinary course of business, to help minimise any variation from the amount quoted and eligible to be transferred, your Acceptance must be received within 3 Business Days of your receipt of the Quote.
- (g) If the Mill Owner does not receive the Acceptance in that timeframe, you will be deemed to have decided not to proceed with the transfer.
- (h) Subject to paragraph 1.2(i), the Mill Owner or its agent will give effect to the Acceptance as soon as practicable (**Execution**), subject to:

- (i) QSL accepting a novation or transfer of the relevant marketing nomination by which QSL will assume all liability of the corresponding estimated amount of GEI sugar, including all liability under Risk Management Contracts relevant to any pricing previously carried out by WSAT in relation to the GEI sugar subject to the transfer;
 - (ii) QSL releasing the Mill Owner and its Related Bodies Corporate (as that term is defined in the *Corporations Act 2001* (Cth)), and each of their respective directors, employees and agents from all liability howsoever arising in relation to marketing nomination transfer and the corresponding estimated amount of the GEI sugar being transferred in accordance with these terms, including all liability for the calculation of the amount of the marketing nomination and the corresponding estimated amount of GEI sugar to be transferred and any pricing previously carried out by WSAT which is now being transferred to QSL;
 - (iii) the counterparties to the Risk Management Contracts consenting to the novation in favour of QSL of Risk Management Contracts relevant to any pricing previously carried out by WSAT; and
 - (iv) you agreeing to Wilmar adjusting applicable amounts from Cane Payments to cover:
 - (A) the direct costs to the Mill Owner or its Related Bodies Corporate, as applicable, of giving effect to the transfer, including, for example, any brokerage and exchange fees;
 - (B) the net cost or benefit to the Production Risk Pool or any other "Wilmar managed" pool resulting from the transfer to QSL of your marketing nomination and the corresponding GEI sugar, to the extent that the cost or benefit has not been recovered as a result of the transfer of Risk Management Contracts to QSL; and
 - (C) any costs or charges associated with WSAT's performance of its obligations under the PPA which, but for the transfer of your marketing nomination and the corresponding GEI sugar, would otherwise have been recovered from you under the terms of the PPA (including, for example any gains or losses from rolling futures positions under the Call or Target pricing mechanisms, hedging finance charges, and the Discretionary Pricing Mechanism Administration Charge (as those terms are defined and used in the PPA)).
- (i) You acknowledge that:
- (i) the actual amount of your marketing nomination and corresponding amount of GEI sugar transferred to QSL may differ from the indicative amounts stated in the Quote due to continuing physical sales of sugar and transactions in currency and commodity risk management contracts in WSAT's usual course of business as a GEI sugar marketing entity, the acceptance of the novation of Risk Management Contracts by QSL and the consent to such novation by the counterparties to those Risk Management Contracts, and any market movements between the date of the Quote and the date of the actual transfer; and
 - (ii) the actual costs to effect the Acceptance may differ from the indicative costs stated in the Quote due to any market movements, WSAT physical sales

and Risk Management Contract transactions between the date of the Quote and the date of the actual transfer. (For clarity, the costs subject to change are the actual direct costs paid or incurred to give effect to the transfer.)

- (j) You agree that by lodging the Acceptance, you thereby release the Mill Owner and its Related Bodies Corporate, and each of their respective directors, employees and agents from all liability howsoever arising in relation to marketing nomination transfer and the corresponding estimated amount of GEI sugar being transferred in accordance with these terms, including all liability for the calculation of the amount of the marketing nomination and estimated amount of GEI sugar to be transferred and any currency and commodity pricing via Risk Management Contracts previously carried out by WSAT which is now being transferred to QSL.
- (k) For clarity, the Mill Owner or its agent will not be obliged to give effect to all or part of the Acceptance to the extent that it is subject to the factors referred to in paragraph 2 below.
- (l) Within 3 Business Days of Execution, the Mill Owner will notify you in writing of the following (**Confirmation**):
 - (i) the actual amount of your marketing nomination and corresponding estimated amount of GEI Sugar transferred to QSL;
 - (ii) the tonnes and average AUD value of GEI Sugar previously allocated to WSAT discretionary pricing mechanisms attributable to Risk Management Contracts that have been transferred to QSL;
 - (iii) the tonnes and average AUD value of GEI Sugar previously allocated to WSAT default pricing mechanisms attributable to Risk Management Contracts that have been transferred to QSL;
 - (iv) any costs and charges incurred to effect the transfer of the marketing nomination and associated Risk Management Contracts; and
 - (v) the applicable dates that the Risk Management Contracts were transferred.
- (m) If there is any difference between the actual amount of marketing nomination and the corresponding amount of GEI sugar transferred to QSL and the indicative amounts advised in the Quote, you are required to create a new schedule 1B to your CSA using the GrowerWeb within 2 Business Days of the Confirmation, failing which you authorise the Mill Owner to make the adjustment on your behalf and you will be deemed to have created a new schedule 1B accordingly.

2 Conditions of transfer

The Mill Owner is not obliged to give effect to a marketing nomination transfer to the extent that:

- (a) you have received a Pre-Season Payment or a Cane Payment that relates to GEI sugar relevant to the marketing nomination transfer request.
- (b) the GEI sugar relevant to the marketing nomination transfer request is attributable to a physical sugar sales contract.
- (c) QSL or counterparty to a relevant Risk Management Contract does not consent to the novation of that Risk Management Contract to QSL.