



REQUEST TO DEFER ADVANCE PAYMENTS

Grower	(the Grower)
ABN	
Grower Pricing Agreement	Grower Pricing Agreement (GPA) between the Grower and Queensland Sugar Limited (QSL) dated

1 RECITALS

- 1.1 QSL and the Grower are parties to the GPA identified above under which the Grower is entitled to receive payments from QSL in accordance with the advances profile applicable to the Grower in respect of the QSL Pricing Pools the Grower participates in.
- 1.2 The Grower has nominated QSL as its GEI Sugar Marketer for the 2019 Season and will be entitled to receive advance payments in accordance with clause 6.1 of the QSL Common Pool Terms during the period of 1 April 2019 to 28 June 2019 (the **June 2019 Advances**).
- 1.3 The June 2019 Advances are typically paid during the month of June.
- 1.4 The Grower wishes for QSL to defer the timing for making payment of the June 2019 Advances to the Grower in accordance with the GPA and clause 6.1 of the QSL Common Pool Terms in accordance with the direction given in clause 2 of this request.

2 DIRECTION TO DEFER PAYMENTS

- 2.1 The Grower hereby requests that QSL retains the Grower's June 2019 Advances that would otherwise have been paid to the Grower in June 2019 and instead for QSL to make those payment/s to the Grower on or around 5 July 2019.
- 2.2 With this direction, the Grower waives any right to receive payment of the June 2019 Advances prior to 5 July 2019.

3 DIRECTION DOES NOT AFFECT OTHER AGREEMENTS

- 3.1 To the extent that any payment or payments from QSL to the Grower deferred in accordance with this request is inconsistent with an obligation for QSL to make a payment or payments to a Mill Owner under a relevant OSA, the terms of the relevant OSA will prevail.

3.2 To the extent that any payment or payments to be made by QSL to the Grower deferred in accordance with this request is inconsistent with an obligation for a Mill Owner to produce and provide a Recipient Created Tax Invoice to the Grower in accordance with the terms of the relevant cane supply agreement, the terms of the relevant cane supply agreement will prevail.

4 GROWER ACCEPTS RISK

4.1 The Grower acknowledges and agrees that QSL does not provide any advice in relation to, or accept any liability or responsibility in respect of any taxation, accounting or other financial implications that may or may not arise from the deferral of a payment or payments in accordance with this request.

Signed by:

Print Name

Signature

in the presence of:

Witness Name

Witness Signature