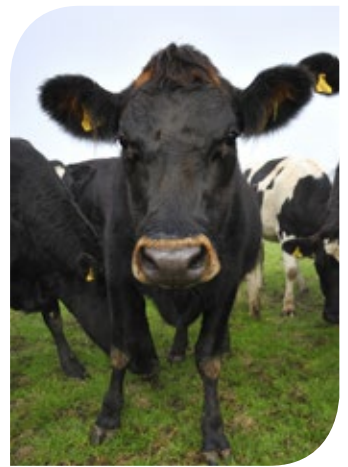


# FlexiStock

## Flexible Livestock Finance



## Flexible Livestock Finance

*PGG Wrightson FlexiStock gives you the flexibility to purchase trading livestock now, to take advantage of seasonal opportunities, and to make no repayments for up to 12 months. It's specifically designed to assist you with the purchase of sheep, cattle and deer.*

### FEATURES AND BENEFITS\*

- Seasonal Livestock Finance for sheep, cattle and deer purchased through PGG Wrightson
- No repayments for up to 12 months
- Repayment at sale of stock
- 100% finance available
- Interest calculated daily and charged monthly
- Simple to set up your facility and easy to use

PGG Wrightson is a leading provider to the agricultural sector offering a wide range of products, services and solutions to growers, farmers and processors in New Zealand and internationally

### Talk to us today

Call us on  
**0800 246 65 463**

email us at  
**flexistock@pggwrightson.co.nz**

or visit  
**www.pggwrightson.co.nz**

\*A drawdown fee of 1% is charged on each Advance. In consideration for PGG Wrightson's referral of the Borrower to Heartland Bank Limited and the documentation as agent for Heartland Bank Limited, a PGG Wrightson Limited trade fee of 2.5% pa. will be payable by the Borrower on each Advance if PGG Wrightson's livestock agency services are not utilised for the selling of the financed livestock. Finance provided by Heartland Bank Limited. Lending criteria, fees and charges apply. Heartland Bank's Disclosure Statement can be obtained by calling 0800 222 050.

# FlexiStock Facility Application

## 1. GENERAL DETAILS

Is the loan less than \$500K?  Y  N      Do you own your own farm?  Y  N      How many years' farming experience do you have? \_\_\_\_\_

Do you have previous livestock finishing experience?  Y  N      If yes, how many years? \_\_\_\_\_

Purpose of facility \_\_\_\_\_ No. of stock \_\_\_\_\_ Value/Head \_\_\_\_\_

Requested facility limit \$ \_\_\_\_\_ Expected repayment date \_\_\_\_\_

## 2. DETAILS OF YOUR FARMING OPERATION

Farm Type \_\_\_\_\_

Physical Address \_\_\_\_\_

Land where livestock will be located (address) \_\_\_\_\_

Name of land owning entity \_\_\_\_\_ Owned Area (ha) \_\_\_\_\_ Leased Area (ha) \_\_\_\_\_

## 3. BORROWER DETAILS

Type of organisation (tick one)  Partnership  Limited Partnership  Sole Trader  Company  Trust  Other \_\_\_\_\_

Full Legal Name \_\_\_\_\_

Trading Name (if different) \_\_\_\_\_

Physical Address \_\_\_\_\_ Postcode \_\_\_\_\_

Postal Address (if different to Physical Address above) \_\_\_\_\_ Postcode \_\_\_\_\_

Phone No. (wk) \_\_\_\_\_ Phone No. (mob) \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_ GST No. \_\_\_\_\_

## 4. AUTHORISED PERSON DETAILS

### PERSON 1

Director  Trustee  Professional Trustee  Partner  General Partner       Mr  Mrs  Miss  Ms  Other \_\_\_\_\_

First Name(s) in Full \_\_\_\_\_ Surname \_\_\_\_\_ Date of Birth \_\_\_\_\_

Physical Address \_\_\_\_\_ Postcode \_\_\_\_\_

Postal Address (if different to Physical Address) \_\_\_\_\_ Postcode \_\_\_\_\_

Email Address \_\_\_\_\_ Occupation \_\_\_\_\_

Phone No. (hm) \_\_\_\_\_ Phone No. (wk) \_\_\_\_\_ Phone No. (mob) \_\_\_\_\_

Country of birth \_\_\_\_\_ Country of citizenship \_\_\_\_\_ Country of Residence \_\_\_\_\_

### PERSON 2

Director  Trustee  Professional Trustee  Partner  General Partner       Mr  Mrs  Miss  Ms  Other \_\_\_\_\_

First Name(s) in Full \_\_\_\_\_ Surname \_\_\_\_\_ Date of Birth \_\_\_\_\_

Physical Address \_\_\_\_\_ Postcode \_\_\_\_\_

Postal Address (if different to Physical Address) \_\_\_\_\_ Postcode \_\_\_\_\_

Email Address \_\_\_\_\_ Occupation \_\_\_\_\_

Phone No. (hm) \_\_\_\_\_ Phone No. (wk) \_\_\_\_\_ Phone No. (mob) \_\_\_\_\_

Country of birth \_\_\_\_\_ Country of citizenship \_\_\_\_\_ Country of Residence \_\_\_\_\_

### PERSON 3

Director  Trustee  Professional Trustee  Partner  General Partner       Mr  Mrs  Miss  Ms  Other \_\_\_\_\_

First Name(s) in Full \_\_\_\_\_ Surname \_\_\_\_\_ Date of Birth \_\_\_\_\_

Physical Address \_\_\_\_\_ Postcode \_\_\_\_\_

Postal Address (if different to Physical Address) \_\_\_\_\_ Postcode \_\_\_\_\_

Email Address \_\_\_\_\_ Occupation \_\_\_\_\_

Phone No. (hm) \_\_\_\_\_ Phone No. (wk) \_\_\_\_\_ Phone No. (mob) \_\_\_\_\_

Country of birth \_\_\_\_\_ Country of citizenship \_\_\_\_\_ Country of Residence \_\_\_\_\_

This section must be completed, and page 4 signed, by **each** director of a company, **each** trustee of a trust, **each** partner of a partnership, or **each** general partner of a limited partnership (in each case, an **Authorised Person**). If insufficient space, please use additional application forms. Unless otherwise notified to the Lender, each Authorised Person above is authorised (acting alone) to take any action or give any notice or communication on behalf of the Borrower under or in relation to this Agreement or any other Relevant Document.

Any Authorised Person who is a director or general partner of the Borrower agrees to also be a Guarantor of the Borrower's obligations and to sign as a Guarantor on page 4, unless otherwise agreed by the Lender.



**FACILITY CONDITIONS**

This application is subject to approval by Heartland Bank Limited (**Lender**). Important terms and conditions apply, including lending criteria and other restrictions. If this application is approved by the Lender, it will immediately constitute a binding facility agreement on the terms set out in this application and the Lender's FlexiStock Standard Conditions.

Subject to approval of this application by the Lender, the Lender makes the following facility available to you:

- The Borrower may request multiple Advances to purchase Livestock by providing to the Lender invoices and/or other documents or information describing the Livestock to be acquired
- Interest is calculated daily and capitalises monthly in arrears
- A PGG Wrightson trade fee of 2.5%pa (calculated on a daily basis) on the Advance amount for the period from the date of drawdown of the Advance until the date of repayment will be payable by the Borrower in consideration for PGG Wrightson Limited's referral of the Borrower to Heartland Bank Limited and its assistance in the documentation as agent for Heartland Bank Limited, if PGG Wrightson's livestock agency services are not utilised for the selling of the financed livestock.
- A 1% drawdown fee is charged for each Advance on the amount of that Advance and is automatically added to the total principal amount outstanding under the Facility on the relevant Date of Advance. PGG Wrightson Limited receives 50% of the drawdown fee.
- The Amount Outstanding must not exceed the Facility Limit, which will be notified to the Borrower by the Lender
- Each Amount Outstanding is repayable in full on the Repayment Date, which will be notified to the Borrower by the Lender
- The Borrower grants security to the Lender over all Livestock financed using the Facility
- If the Borrower sells or otherwise disposes of any Secured Property, the proceeds of disposal must be paid directly to the Lender
- Each Guarantor is personally liable to pay to the Lender all amounts due by the Borrower under this Agreement and each other Relevant Document.

**PRIVACY**

Information about each person named in this application (**Relevant Person**) may be collected and held by the Lender, PGG Wrightson Limited and each of their related entities, successors, assigns, agents and associates (the **Provider Group**). That information may be used by the Provider Group to consider this application for products or services (and any future application involving the Relevant Person). If the information is not provided, the Lender may not be able to provide the products or services requested in this application. The information may also be used by the Provider Group to develop and run their businesses, including administering and monitoring products or services provided to the Relevant Person (or any related entity), and providing the Relevant Person with information about other products or services, including those of selected third parties. For the above purposes, the Provider Group may provide and obtain information about the Relevant Person to or from other organisations or people the Provider Group considers appropriate, including its service providers, other financial and insurance institutions, government departments, the Relevant Person's employer/accountant, stock agents and other Relevant Persons. The Lender may use the services of credit reporting agencies on an ongoing basis for purposes relating to the provision of credit to the Relevant Person (or any related entity), and may exchange information about the Relevant Person with those agencies, including default information. Those agencies may retain that information and provide that information to other customers who use their credit reporting services. Each Relevant Person may request the full details of every organisation or person to whom the Provider Group has disclosed information about the Relevant Person. Individuals have rights to access and request correction of their personal information under the Privacy Act 1993. Each Relevant Person confirms that each person named in this application has agreed to the terms above.

**ACCEPTANCE**

By signing this application, each Borrower and each Guarantor confirms that:

- All information provided to PGG Wrightson Limited and the Lender is correct, complete and not misleading.
- You have read and accepted the Lender's current FlexiStock Standard Conditions, which are provided with this application and are also available on the Lender's website at [www.heartland.co.nz](http://www.heartland.co.nz).
- You understand that, if this application is approved by the Lender:
  - (i) this application will immediately constitute a binding facility agreement on the terms set out in this application and the Lender's FlexiStock Standard Conditions.
  - (ii) a PGG Wrightson trade fee of 2.5%pa (calculated on a daily basis) on the Advance amount for the period from the date of drawdown of the Advance until the date of repayment will be payable by the Borrower in consideration for PGG Wrightson Limited's referral of the Borrower to Heartland Bank Limited and its assistance in the documentation as agent for Heartland Bank Limited, if PGG Wrightson's livestock agency services are not utilised for the selling of the financed livestock.
  - (iii) a 1% drawdown fee on the amount of each Advance will automatically be added to the total principal amount outstanding under the Facility on each Date of Advance. PGG Wrightson Limited receives 50% of the drawdown fee.
  - (iv) the initial Facility Limit, the initial Repayment Date and any special conditions that apply will be notified to you together with the Lender's approval.
- You agree to provide any further information as required by law.

**EXECUTION**

**BORROWER(S)**

Please ensure that:

- If this is a joint application, it is signed by each Borrower.
- If this application is from a Company, Trust, Limited Partnership or Partnership, it is signed on behalf of the Borrower by each Director, Trustee, General Partner or Partner (as the case may be).
- If this application is signed by an attorney, please attach the power of attorney and a certificate of non-revocation.

**Executed and delivered as a deed**

Signature _____	Signature _____	Witness Signature _____
Name _____	Name _____	Witness Name _____
Signature _____	Signature _____	Witness Occupation _____
Name _____	Name _____	Witness Address _____
Date _____		

**GUARANTOR(S)**

Please ensure that, if this application is from a Company or Limited Partnership, it is guaranteed by each Director or General Partner (as the case may be).

By signing this application, each Guarantor confirms that he or she has read and understood all of the terms of this application and the Lender's FlexiStock Standard Conditions (including the Terms of Guarantee set out in Part C) and understands that each Guarantor is personally liable to pay to the Lender all amounts due by the Borrower under this Agreement and each other Relevant Document.

**Executed and delivered as a deed**

Signature _____	Signature _____	Witness Signature _____
Name _____	Name _____	Witness Name _____
Signature _____	Signature _____	Witness Occupation _____
Name _____	Name _____	Witness Address _____
Date _____		

# Acknowledgement of Guarantor

To **HEARTLAND BANK LIMITED (HEARTLAND) - LENDER**

**Borrower(s)**

**Guarantor(s)**

Acknowledgement of each Guarantor

1. I choose not to be independently advised by a solicitor regarding the FlexiStock Application Form and the FlexiStock Standard Conditions dated on or about the date of this acknowledgement (together forming the **'Facility Agreement'**).
2. I confirm that my entry into the Facility Agreement is at my request, freely and voluntarily given with full knowledge and understanding of the contents thereof and of the circumstances under which the liabilities therein contained have been undertaken.
3. I accept full responsibility for my choice.
4. I acknowledge the expectation of the Lender that I should, prior to signing the Facility Agreement
  - (a) fully inform myself as to the Borrower's financial position before giving the guarantee; and
  - (b) receive advice on this matter from a solicitor independently of the Borrower and each other Guarantor, but I have on my own volition elected not to do so.

Dated \_\_\_\_\_

Guarantor's signature \_\_\_\_\_

Guarantor's Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_

Witness Occupation \_\_\_\_\_

Witness Address \_\_\_\_\_

Guarantor's signature \_\_\_\_\_

Guarantor's Name \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Name \_\_\_\_\_

Witness Occupation \_\_\_\_\_

Witness Address \_\_\_\_\_

# Solicitor's Certificate for Independent Legal Advice

To **HEARTLAND BANK LIMITED (HEARTLAND) - LENDER**

**Borrower(s)**

**Guarantor(s)**

We certify and undertake to you as follows

1. We have explained to each Guarantor the terms and effect of the guarantee granted by each Guarantor in favour of the Lender pursuant to the FlexiStock Application Form and the FlexiStock Standard Terms and Conditions dated on or about the date of this certificate (together forming the **'Facility Agreement'**) and the extent of each Guarantor's obligations under the Facility Agreement, and in particular that
  - (a) each Guarantor is jointly and severally liable with any other Guarantor for all moneys at any time owing by the Borrower to the Lender under or relating to the Facility Agreement and each Guarantor's liability is not necessarily limited to this particular transaction;
  - (b) the Lender may have recourse against each Guarantor first without taking action against the Borrower or any other Guarantor;
  - (c) each Guarantor's liability is not prejudiced by any arrangements, compromise or other transaction entered into between the Lender and the Borrower; and
  - (d) the liability of each Guarantor is unlimited.
2. Each Guarantor has confirmed that the relevant Guarantor understands the nature of the transaction and the extent of the relevant Guarantor's liability pursuant to the Facility Agreement.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Dated

# Declaration as to purpose

## Declaration as to Loan Purpose pursuant to section 14(1) of the Credit Contracts and Consumer Finance Act 2003

### IMPORTANT

Before you sign this form, please read it and make sure you understand what you are signing. You should not sign this declaration unless the loan is wholly or primarily for business and/or investment purposes. By signing this form you may lose the protection of the Credit Contracts and Consumer Finance Act 2003.

To **HEARTLAND BANK LIMITED - LENDER**

**Borrower(s)**

Declaration of each Borrower

I acknowledge that by signing this form I am making the following declarations

1. any credit or advance provided to me by the Lender pursuant to the Livestock Finance Application Form and the Livestock Finance Standard Terms and Conditions dated on or about the date of this form (together forming the **'Facility Agreement'**) will be used primarily for business and/or investment purposes;
2. the primary purpose of the credit or advance provided under the Facility Agreement is NOT for personal, domestic or household use;
3. I understand that the Facility Agreement I am entering into with the Lender will NOT be treated as a consumer credit contract, as defined in the Credit Contracts and Consumer Finance Act 2003;
4. I understand that because the Facility Agreement I am entering into with the Lender is not a consumer credit contract, my rights and obligations under the credit contract will not be regulated by the Credit Contracts and Consumer Finance Act 2003: and
5. I have read and understood this declaration before signing it.

\_\_\_\_\_  
Borrower's signature

\_\_\_\_\_  
Borrower's signature

\_\_\_\_\_  
Borrower's Name

\_\_\_\_\_  
Borrower's Name

**HEARTLAND**  
— **BANK** —

# Payment of Proceeds Authorisation

To \_\_\_\_\_ (Purchaser)

Date \_\_\_\_\_

I/We have entered into a Livestock Finance Facility with Heartland Bank Limited (Heartland). Under the terms of the Facility Heartland have security over the livestock purchased. I/we agree that any proceeds from the sale of livestock will be paid directly to Heartland. As a result of this, I/we instruct you to pay all proceeds into the bank account provided below.

Bank Account \_\_\_\_\_

Signed for and on behalf of \_\_\_\_\_

Name \_\_\_\_\_

(Please tick one)

- Director  Trustee  Partner  General Partner  Authorised Signatory

Signature \_\_\_\_\_

# Trade Acknowledgement

To **PGG Wrightson Limited**



**Borrower(s)**

## Agreement of each Borrower

1. I acknowledge and agree that if the Borrower/owner of any of the Livestock financed under this Agreement sells such Livestock without exclusively utilising the livestock agency services provided by PGG Wrightson Limited for such transactions, PGG Wrightson Limited may charge and make demand on the Borrower a trade fee equal to 2.5%pa (calculated on a daily basis) on the Advance amount for the period from the date of drawdown of the Advance until the date of repayment in consideration for PGG Wrightson Limited's referral of the Borrower to Heartland Bank Limited and its assistance in the documentation as agent for Heartland Bank Limited.
2. The Borrower agrees to pay to PGG Wrightson Limited immediately upon demand any Trade Fee so charged by PGG Wrightson and acknowledges that such amount will attract interest at the Default Rate from the date of demand.
3. I agree that any Trade Fee charged by PGG Wrightson Limited under this arrangement outlined above will be collected by PGG Wrightson Limited directly.
4. I acknowledge that the Trade Fee is a reasonable approximation of PGG Wrightson Limited's actual losses incurred as a result of livestock financed under this Agreement not being sold exclusively through the livestock agency services provided by PGG Wrightson Limited.

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Name Signed Dated

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Name Signed Dated

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Name Signed Dated

This acknowledgement is required by PGG Wrightson Limited in respect of fees chargeable by, and payable to, PGG Wrightson Limited and is not for the benefit of Heartland Bank Limited.