



LIVESTOCK FINANCE*

Stock up now, pay later

Heartland Livestock Finance gives you the flexibility to purchase stock now, to take advantage of seasonal opportunities. Livestock Finance is a financing facility specifically designed to assist you with your sheep, cattle and deer purchases.

Features and benefits

- Seasonal livestock finance
- Repayment on sale of stock
- 100% finance available
- Interest may be capitalised
- Simple to set up your facility and easy to use

Talk to us today

Applying for Heartland finance is straightforward and easy.

You know farming, we know farm finance. Let's talk.

Call us on

0800 222 050

Email us at

rural@heartland.co.nz

or visit

www.heartland.co.nz

* Finance provided by Heartland Bank Limited. Lending criteria, fees and charges may apply. Heartland Bank's current Disclosure Statement can be obtained by calling 0800 85 20 20 or visiting www.heartland.co.nz.

HEARTLAND
BANK

LIVESTOCK FINANCE APPLICATION

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? _____ Has the livestock already been purchased? Y N

Purpose of facility _____ No. of stock _____ Value/Head _____

Proposed facility limit \$ _____ Expected repayment date _____

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) _____

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. (hm) _____ Phone No. (mob) _____ Fax _____

Email Address _____ IRD No. _____

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 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.

AUTHORISED PERSON DETAILS

PERSON 1

Director Trustee Professional Trustee Partner General Partner (tick one) Mr Mrs Miss Ms Other (specify) _____

Full Legal Name _____ Date of Birth _____

Physical Address _____ Postcode _____

Postal Address (if different to Physical Address above) _____ 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 (tick one) Mr Mrs Miss Ms Other (specify) _____

Full Legal Name _____ Date of Birth _____

Physical Address _____ Postcode _____

Postal Address (if different to Physical Address above) _____ 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 (tick one) Mr Mrs Miss Ms Other (specify) _____

Full Legal Name _____ Date of Birth _____

Physical Address _____ Postcode _____

Postal Address (if different to Physical Address above) _____ Postcode _____

Email Address _____ Occupation _____

Phone No. (hm) _____ Phone No. (wk) _____ Phone No. (mob) _____

Country of birth _____ Country of citizenship _____ Country of residence _____

Livestock Finance Application continued

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 Livestock Finance 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 in accordance with a variable interest rate notified to the Borrower by the Lender and capitalises monthly in arrears
- The Amount Outstanding must not exceed the Facility Limit, which will be notified to the Borrower by the Lender
- Each Advance (and capitalised interest and fees relating to it) is repayable 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.

ACCEPTANCE

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

- All information provided to the Lender is correct, complete, and not misleading.
- You have read and accepted the Lender's current Livestock Finance Standard Conditions, which are provided with this application and are also available on the Lender's website at 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 Livestock Finance Standard Conditions.
 - (ii) a Drawdown Fee or Establishment Fee may apply to your Facility.
 - (iii) the Drawdown Fee or Establishment Fee, the initial Interest Rate, the 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 required by law.
- The Facility will be used wholly or predominantly for business and/or investment purposes.

Initial (Borrower(s)) _____

Initial (Guarantor(s)) _____

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 _____

Name _____

Signature _____

Name _____

Witness Signature _____

Witness Name _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Witness Occupation _____

Witness Address _____

To be signed on behalf of a company (if applicable)

Signed on behalf of

Signature _____

Name _____

Date _____

Signature _____

Name _____

Witness Signature _____

Witness Name _____

Witness Occupation _____

Witness Address _____

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 Livestock Finance 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 _____

Name _____

Signature _____

Name _____

Date _____

Signature _____

Name _____

Signature _____

Name _____

Witness Signature _____

Witness Name _____

Witness Occupation _____

Witness Address _____

To be signed where a guarantor is a company (if applicable)

Signed on behalf of

Signature _____

Name _____

Date _____

Signature _____

Name _____

Witness Signature _____

Witness Name _____

Witness Occupation _____

Witness Address _____

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 Livestock Finance Application and the Livestock Finance Standard Conditions dated on or about the date of this acknowledgement (together forming the **'Facility Agreement'**), relating to lending from the Lender to the Borrower.
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 Livestock Finance Application and the Livestock Finance Standard 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

Print Full Name

Signature

Dated

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 _____