



# ***PR 2008/17A - Addendum - Income tax: Moora Citrus Project - 2008 Growers***

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## Addendum

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### Product Ruling

### Income tax: Moora Citrus Project – 2008 Growers

This Addendum amends Product Ruling PR 2008/17 to remove Allico Managed Investment Limited as trustee of the Gateway Momentum Funding Trust No. 1 (Momentum) as preferred financier for the Project and replace it with a different financier (the Preferred Financier).

#### **PR 2008/17 is amended as follows:**

##### **1. Paragraph 4**

Omit the fifth and sixth dot points; substitute:

- enter into finance arrangements with entities associated with the Project other than the Preferred Financier;
- enter into finance arrangements with the Preferred Financier other than the arrangements specified at paragraphs 75 to 80 of this Product Ruling;

##### **2. Paragraph 25**

Omit all occurrences to 'Momentum'; substitute 'the Preferred Financier'.

##### **3. Paragraph 29**

After the first dot point insert the following dot point:

- Additional correspondence and documents, received 1 April 2008, 23 April 2008, 28 April 2008 and 8 May 2008;

##### **4. Paragraph 72**

Omit 'Momentum, '.

##### **5. Paragraph 73**

Omit all occurrences to 'Momentum'; substitute 'the Preferred Financier'.

## 6. Paragraphs 75 to 80

Omit the paragraphs including the heading; substitute:

### ***Finance offered by the Preferred Financier***

75. Subject to the terms and conditions of the respective Loan Agreements, a Grower can enter into either or both of the following two loans:

- a loan of:
  - up to 100% of the cost of the Application Fee (including GST); and
  - at the option of the Grower, up to 100% of the Rent and Ongoing Management Fees (including GST) payable by 30 September 2008 and 30 September 2009;
- a loan of up to 100% of the Rent and Ongoing Management Fees (including GST) payable by 30 September 2010 and 30 September 2011.

76. This corresponds to a maximum total facility of \$19,800 (including GST) for each minimum allocation of two Citruslots (excluding any loan establishment fee and stamp duty that may be included in the loan).

77. Under each loan agreement, the Preferred Financier will lend on a full-recourse commercial basis under the following arrangements:

- monthly payments of interest only for 3 years plus monthly instalments of principal and interest for 7 years;
- monthly payments of interest only for 2 years plus monthly instalments of principal and interest for 5 years;
- monthly payments of interest only for 2 years plus monthly instalments of principal and interest for 3 years; and
- monthly instalments of principal and interest over 3 years.

78. Payments commence one month following the date on which the Principal is advanced with all outstanding amounts to be paid by the end of the Term of the loan. The indicative interest rate is 11.45%. The actual interest rate will be set on the loan drawdown date. Interest will accrue on the unpaid balance of the loan and is charged monthly in arrears.

79. An establishment fee of \$295 plus 1.0% of the total amount borrowed is payable on application in relation to each loan agreement. These fees (and any applicable stamp duty) may be added to the relevant loan.

80. Although there may be multiple drawdowns (on application, 30 September 2008, 30 September 2009 for the first loan, and 30 September 2010 and 30 September 2011 for the second loan) each loan will be treated as a single loan. This means that the interest only period (if applicable) will end 2 or 3 years after the first drawdown. The total loan will be repaid by the end of 3, 5, 7 or 10 years (as the case may be) from the first drawdown.

**7. Paragraph 82**

In the last dot point; omit 'Momentum'; substitute 'the Preferred Financier'.

**8. Paragraph 88**

In the heading, omit 'Momentum'; substitute 'the Preferred Financier'.

**9. Paragraphs 90, 94, 95, 101 and 110**

Omit all occurrences of 'Momentum'; substitute 'the Preferred Financier'.

This Addendum applies on and from 27 February 2008.

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**Commissioner of Taxation**

4 June 2008

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ATO references

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