



18 November 2009

The Manager
Company Announcements Office
ASX Limited
Level 5, Riverside Centre
123 Eagle Street
BRISBANE QLD 4000

Dear Sir

SHARE PURCHASE PLAN

We enclose documents which will be dispatched to shareholders today in respect of the Share Purchase Plan announced on 10 November 2009.

Yours faithfully

G.R. Clarey
Company Secretary
The Maryborough Sugar Factory Limited

18 November 2009

Dear Shareholder

Offer to participate in the Share Purchase Plan

The Directors of The Maryborough Sugar Factory Limited (ABN 11 009 658 708) (“**MSF**” or the “**Company**”) are pleased to offer you the opportunity to participate in a share purchase plan (“**SPP**”), allowing you to contribute up to A\$15,000 in applying for fully paid ordinary shares in the Company (“**Shares**”). The Company also recently conducted a placement of shares to sophisticated, experienced and professional investors announced to the Australian Securities Exchange (“**ASX**”) on 9 November 2009 which raised approximately A\$13 million (“**Placement**”).

Participation in the SPP is entirely optional and open to shareholders who are holders on the Record Date of fully paid ordinary shares in MSF and whose registered address is in Australia or New Zealand. For New Zealand shareholders, you must still be a shareholder on the date of this letter.

The purpose of the SPP and the Placement is to strengthen the Company’s balance sheet and to help fund further growth opportunities.

Key elements of the SPP include:

- no brokerage or participation costs payable;
- an Issue Price of A\$2.00 per share, which is the same price paid by sophisticated, experienced and professional investors under the Placement. The Issue Price represents a 11.61% discount to the volume weighted average price of MSF’s ordinary shares sold on the ASX, calculated over the five day period on which sales were recorded before the date of the announcement of the SPP on 10 November 2009 (“**Pricing Period**”); and
- you can apply for one of the following parcels of shares:

Number of Shares	Application amount
500	1,000
1,250	2,500
2,500	5,000
3,750	7,500
5,000	10,000
6,250	12,500
7,500	15,000

If total applications for Shares under the SPP exceed A\$5 million, MSF may undertake a Scaleback in its absolute discretion. If it does, you may be allocated fewer Shares than the parcel of Shares for which you applied, and you will be refunded the difference in the application amount.

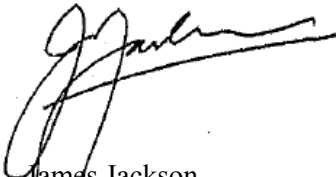
To apply for a parcel of Shares, please follow the instructions on the enclosed Application Form and ensure your application is received in cleared funds no later than 5.00pm Brisbane time on 9 December 2009.

Shares issued under the SPP will have the same entitlements as other shares in MSF, including the right to receive dividends.

I encourage you to read the attached SPP Terms and Conditions carefully. If you are unsure about whether to participate, please contact your professional adviser. If you require further information, please contact our Share Registry (contact details are in the enclosed instructions).

On behalf of the Board, I invite you to consider this opportunity to increase your investment in The Maryborough Sugar Factory Limited.

Yours sincerely



James Jackson
Chairman

Key Dates*

Date (and time if relevant)	Event
11 November 2009 7.00pm (Sydney time)	Record Date The date and time on which MSF determines who is eligible to participate in the SPP.
18 November 2009	Opening Date The date the offer opens and from when applications can be sent to the Share Registry.
9 December 2009 5.00pm (Brisbane time)	Closing Date The offer closes at, and applications must be received by, this time and date.
15 December 2009	Scaleback Date The date on which any scaleback is announced.
15 December 2009	Allotment Date The date on which Shares are allotted.
18 December 2009	Despatch Date Transaction confirmations / holding statements will be sent to shareholders on or around this date.
22 December 2009	Trading Date The date on which Shares are expected to begin trading.

* MSF may change any of the Key Dates at its discretion (even if the offer has opened or applications have been received).

Instructions

To participate in the SPP, please read the SPP Terms and Conditions carefully and follow the step-by-step instructions on the Application Form.

To apply and pay, you have two options:

Option 1: BPAY¹

You can make a payment by BPAY if you have an Australian bank account enabled for this purpose. BPAY customers must use the customer reference number shown on the Application Form which is required to identify your holding. If paying by BPAY, you do not need to return your Application Form.

Option 2: Application Form and cheque or money order

You can complete the Application Form and return it to Link Market Services Limited, Locked Bag 3415, Brisbane, QLD 4001, together with a cheque or money order, in accordance with the instructions on the Application Form.

¹ ® Registered to Bpay Pty Ltd ABN 69 079 137 518.

Cheques and money orders must be made payable to “The Maryborough Sugar Factory Limited Share Purchase Plan” in Australian dollars and drawn on an Australian bank for the correct amount. MSF will not accept payment by cash.

Timing

All payments and applications must be received **before 5.00pm Brisbane time on 9 December 2009**. You cannot withdraw or cancel your application or BPAY payment once you have sent it in.

Questions

If you have any questions, please contact MSF’s Share Registry any time between 9.00am and 5.00pm Brisbane time Monday to Friday:

Link Market Services Limited
Level 19, 324 Queen Street
BRISBANE QLD 4000
Registry information line (Australia) (02) 1300 880 923
Registry information line (outside Australia) +61 2 8280 7504

No offer in the US or to US persons

These materials do not constitute an offer of securities for sale in the United States or to "U.S. persons" (as defined in Regulation S under the U.S. Securities Act) and may not be sent or disseminated in, directly or indirectly, the United States or to any "U.S. person" in any place. MSF's shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered, sold or otherwise transferred in the United States or to any "U.S. person" except in compliance with the registration requirements of the U.S. Securities Act and any other applicable state securities laws or pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws.

Custodian certificate

If you are applying as a **custodian, trustee or nominee** (within the definition of “custodian” in ASIC Class Order [CO 09/425]) on behalf of more than one beneficiary, please provide the following information and certification.

I/we certify to MSF that:

- 1 I/we wish to purchase Shares under this SPP on behalf of the participating beneficiaries listed below on behalf of whom we held Shares on 11 November 2009 and pursuant to instructions received from those beneficiaries;
- 2 I/we apply for Shares under this SPP on behalf of a total of _____ participating beneficiaries; and
- 3 the required details for each participating beneficiary are listed below.

Participating beneficiaries

	Name and address of each participating beneficiary	Number of Shares currently held	Dollar amount of Shares applied for under this SPP
1			A\$
2			A\$
3			A\$
4			A\$
5			A\$
6			A\$
7			A\$

I/we certify that there are no participating beneficiaries in respect of whom the total application price exceeds A\$15,000 for Shares I/we have applied for on their behalf under the SPP, and any other Shares issued to [me/us] as custodian in the 12 months before this application as a result of any instruction given by them to [me/us] to apply for Shares on their behalf under an arrangement similar to the SPP.

Dated.....

Executed on behalf of the Custodian / signed by:*

** Insert appropriate clause.*

Terms and Conditions

IMPORTANT NOTICE: The market price of Shares may rise or fall from now to when the Shares are allotted to you under the SPP. Therefore, if you apply for and we allot to you Shares under the SPP, the Issue Price for those Shares may be more than, or less than, the market price of MSF's shares you could buy at that time. By completing and returning the Application Form or making a BPAY payment, you acknowledge this risk. We encourage you to contact your professional advisor regarding whether to participate in the SPP and how much to contribute.

Offer timetable

- (a) The offer timetable is set out in the Key Dates above and is included in these Terms and Conditions.
- (b) Payment by BPAY, Application Forms, cheques and money orders may not be processed and may not be valid if they have not been received by MSF by the time and date specified for the Closing Date. You must allow adequate time for Application Forms and cheques or money orders forwarded by post to be received by Link Market Services Limited.
- (c) Any reduction in the allotments of Shares under the SPP will be announced on the Scaleback Date ("**Scaleback**").
- (d) MSF expects to send a transaction confirmation or holding statement to you on or around the Despatch Date.
- (e) MSF expects that the Shares will be allotted under the SPP on the Allotment Date and will commence trading on ASX on the Trading Date. You must confirm your holding before trading in any Shares you believe have been allotted to you under the SPP.
- (f) At any time, MSF can change the Closing Date, Allotment Date, Despatch Date and the Trading Date (even if the offer has opened, or BPAY payments and Application Forms have been received) by lodging a revised timetable with ASX.

Eligible Shareholders

You are an Eligible Shareholder and may participate in the SPP if you were a registered holder of Shares at the time and date specified for the Record Date with an address in Australia or New Zealand. For New Zealand shareholders, you must still be a shareholder at the date of this offer, that is the date of the Chairman's letter. MSF has determined that it is not practical for holders of Shares with registered addresses in other countries to participate. You are not eligible if you are a "U.S. person" (as defined in Regulation S under the

US Securities Act of 1933 as amended) ("**US Person**") or acting for the account or benefit of a US Person.

- **Holders receiving more than one offer:** If you are the only registered holder of a holding of Shares, but you receive more than one offer under the SPP (due to multiple registered holdings), you may only contribute a maximum of A\$15,000 in applying for Shares.
- **Joint Holders:** If 2 or more persons are recorded in the register of members of MSF as jointly holding Shares, they are considered to be a single registered holder for the purpose of the SPP and they are entitled to participate in the SPP in respect of that single holding only. If as joint holders you receive more than one offer under the SPP due to multiple identical holdings, you may still only contribute a maximum of A\$15,000 in applying for Shares.
- **Custodians, trustees and nominees:** If you are a custodian, trustee or nominee within the definition of "custodian" in ASIC Class Order [CO 09/425] ("**Custodian**"), you may contribute a maximum of A\$15,000 in applying for Shares for each beneficiary on whose behalf you hold Shares (but joint holders are taken to be a single holder), subject to providing us with a certificate in accordance with paragraph (d) of "Significance of applying for Shares" below. If you are not a Custodian, the rules for multiple single holdings apply and you may only contribute a maximum of A\$15,000 in applying for Shares. You are not eligible to participate on behalf of a person who resides outside Australia or New Zealand.

Participation is optional

Participation in the SPP is entirely optional. If you are an Eligible Shareholder, you can choose whether or not to participate.

How much can you invest?

- (a) If you are an Eligible Shareholder, you may apply to buy the number of Shares you select on the Application Form.

- (b) This parcel may be subject to a Scaleback and rounding.
- (c) Unless you are applying as a Custodian, the maximum amount of A\$15,000 applies even if you receive more than one Application Form or if you hold shares in the Company in more than one capacity (for example, if you are both a sole and joint holder of shares in MSF - see “Eligible Shareholders” above) and irrespective of the number of Shares you hold on the Record Date. We can reject any application for Shares if we believe you have not complied with this condition.

How to apply for Shares

If you would like to participate in the SPP, you have two options:

Option 1: BPAY

You can make a payment by BPAY if you have an Australian bank account enabled for this purpose. BPAY customers must use the customer reference number shown on the Application Form which is required to identify your holding. If paying by BPAY, you do not need to return your Application Form.

Option 2: Application Form and cheque or money order

You must complete an Application Form and return it with a cheque or money order in accordance with the instructions on the Application Form.

Cheques and money orders must be payable to “The Maryborough Sugar Factory Limited Share Purchase Plan”, in Australian dollars and drawn on an Australian bank for the correct amount. MSF will not accept payment by cash.

MSF’s discretion regarding applications

MSF may accept or reject applications for Shares under the SPP, including if:

- (a) an Application Form is incorrectly completed, incomplete or otherwise determined by MSF to be invalid;
- (b) a cheque is dishonoured or has not been completed correctly;
- (c) the correct amount corresponding to your application is not provided with the Application Form or BPAY payment;
- (d) a BPAY payment is not received or is incomplete or invalid;
- (e) unless you are applying as a Custodian, an applicant appears to be contributing more than

A\$15,000 in applying for Shares under the SPP;

- (f) an application is received after the time and date specified as the Closing Date. MSF has a discretion whether or not to accept late BPAY payments, Application Forms and cheques or money orders; or
- (g) MSF believes you are not an Eligible Shareholder,

and MSF must reject applications if required to do so under ASIC Class Order [CO 09/425].

MSF reserves the right to return your cheque or money order or refund your BPAY payment and not allot you any Shares.

Issue Price

- (a) The Issue Price is A\$2 per Share (“**Issue Price**”) and is the same price paid by institutional, sophisticated and professional investors under the Placement. The Issue Price represents a 11.61% discount to the volume weighted average price of MSF’s ordinary shares sold on the ASX, calculated over the Pricing Period.
- (b) Eligible shareholders should note that the market price of Shares may rise or fall from now to when the Shares are allotted to you under the SPP. Therefore, if you apply for and we allot to you Shares under the SPP, the Issue Price for those Shares may be more than, or less than, the market price of MSF’s shares you could buy at that time. By completing and returning the Application Form or making a BPAY payment, you acknowledge this risk.

Applications may be scaled back

- (a) MSF reserves the right to determine the amount it raises through the SPP and may Scaleback if it receives applications for more than A\$5 million.
- (b) If there is a Scaleback you may not receive all the Shares for which you have applied. Each applicant will be treated equally and scaled back on a pro rata basis. If a Scaleback produces a fractional number when applied to your parcel, the number of Shares you will be allotted will be rounded down.
- (c) MSF will refund to you by direct credit deposit to your nominated bank account or by cheque, the difference between your application money and the total Issue Price for the Shares allotted to you.

No other participation costs

No brokerage, commission or other participation costs are payable by you to acquire Shares under the SPP.

No interest

No interest will be paid on any application money returned to you.

You cannot transfer your rights under this SPP

Your rights under this offer are personal to you and non-renounceable. This means, if you are eligible, you cannot transfer your right to purchase Shares under this SPP to anyone else.

Equal ranking and rights to dividends

Shares issued under the SPP will, at the time of issue, rank equally with existing Shares quoted on ASX, with the same voting rights, dividend rights and other entitlements.

Significance of applying for Shares

If you apply to participate in the SPP:

- (a) you agree that once you have sent in your application or made your BPAY payment, you cannot withdraw or cancel your application and your application is unconditional;
- (b) you confirm that you are an Eligible Shareholder and that you are lawfully permitted to accept the offer under the SPP and participate in the SPP in accordance with these Terms and Conditions and any applicable laws;
- (c) you certify that, even if you have received more than one offer under the SPP or received offers in more than one capacity, the aggregate application money paid by you in any capacity (except as a Custodian) for:
 - the Shares the subject of the Application Form or BPAY payment; and
 - any other Shares issued to you, or to a Custodian on your behalf and at your instruction, under the SPP or any similar arrangement operated by MSF in the 12 months before the date we received your application,is not more than A\$15,000;
- (d) if you are a Custodian and are applying for Shares with a total application price exceeding A\$15,000, you agree to certify to us in writing the matters required by ASIC

[CO 09/425] condition 9 and in accordance with the Custodian certificate.

- (e) you agree to these Terms and Conditions and you agree not to do anything which would be contrary to the spirit, intention or purpose of the SPP;
- (f) you authorise MSF (and its officers or agents) to correct any error or omission in your Application Form and to complete the Application Form by inserting missing details if we elect to do so;
- (g) you agree that MSF may determine that your Application Form is valid and in accordance with these Terms and Conditions, even if it is incomplete, contains errors or is otherwise defective;
- (h) you agree that your application is only effective when received by us and not when posted;
- (i) you accept the risk associated with any refund that may be sent to you by direct credit or cheque to your address shown on MSF's register;
- (j) you are responsible for any dishonour fees or other costs which MSF may incur if your cheque for payment is dishonoured;
- (k) you agree that MSF and Share Registry named in the Directory below have not provided you with investment or financial product advice, and that they have no obligation to provide advice to you about your decision to apply for and buy Shares; and
- (l) you agree that MSF is not liable for any exercise of its discretions referred to in these Terms and Conditions.

No US offer

If you apply to participate in the SPP, you acknowledge and agree that:

- (a) the Shares have not, and will not be, registered under the US Securities Act of 1933 as amended ("US Securities Act") or the securities laws of any state or other jurisdictions in the United States, or in any other jurisdiction outside Australia and New Zealand;
- (b) the Shares may not be offered, sold or otherwise transferred except in accordance with an available exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and any other applicable securities laws;

- (c) you must not send copies of these Terms and Conditions or any other material relating to the SPP to any person in the United States or who is, or is acting for the account or benefit of, a US Person;
- (d) you must not submit an Application Form or make payment by BPAY for any person resident in the United States or who is, or is acting for the account or benefit of, a US person; and
- (e) if you do not comply with these restrictions, it may result in violations of applicable securities laws.

Withdrawal, waiver, suspension and termination

MSF reserves the right to withdraw the offer at any time up to the Allotment Date.

MSF reserves the right at any time to:

- (a) waive compliance with any provision of these Terms and Conditions;
- (b) amend or vary these Terms and Conditions; and
- (c) suspend or terminate the SPP.

Any amendment, variation, suspension or termination is binding on all Eligible Shareholders even if MSF does not notify you of the event.

Settling disputes

MSF may settle in any manner it sees fit, any difficulties, anomalies or disputes which may arise in connection with the operation of the SPP whether generally or in relation to any participant or any application for Shares. MSF's decision is conclusive and binding on all participants and other persons to whom the determination relates. These rights may be exercised by MSF's Board or any delegate of the Board.

Governing law

These Terms and Conditions are governed by the laws in force in Queensland.

No underwriting

The SPP will not be underwritten.

Interpretation

Capitalised terms used in these Terms and Conditions, the Application Form and the Chairman's letter have the following meaning, unless the context requires otherwise.

Allotment Date means the date on which Shares offered through the SPP are allotted, as set out in the Key Dates.

Application Form means the form enclosed with this document allowing shareholders to contribute up to A\$15,000 in applying for Shares.

ASIC means the Australian Securities and Investments Commission.

ASX means the Australian Securities Exchange.

Board means the board of directors of MSF.

Closing Date means the date when the offer closes and when applications must be received by, as set out in the Key Dates.

Company means The Maryborough Sugar Factory Limited (ABN 11 009 658 708).

Custodian has the meaning given to that term in the ASIC Class Order [CO 09/425].

Despatch Date means the date when the transaction confirmations / holding statements will be sent to shareholders, as set out in the Key Dates.

Eligible Shareholders has the meaning given to that term in the section headed 'Eligible Shareholders' in the Terms and Conditions.

Issue Price means A\$2.00 per Share.

Key Dates means the dates listed in the table with the heading 'Key Dates' attached to the Chairman's letter to shareholders.

MSF means The Maryborough Sugar Factory Limited (ABN 11 009 658 708).

Opening Date means the date when the offer opens and when applications can be sent to the Share Registry, as set out in the Key Dates.

Placement means the placement of shares by MSF to sophisticated, experienced and professional investors announced to the ASX on 9 November 2009.

Pricing period means the five day period on which sales were recorded before the date of the announcement of the SPP on 10 November 2009.

Record Date means the date and time on which MSF determines who is eligible to participate in the SPP, as set out in the Key Dates.

Scaleback means any reduction in the allotments of Shares under the SPP in accordance with the Terms and Conditions.

Scaleback Date means the date on which any Scaleback is announced, as set out in the Key Dates.

Share Registry means Link Market Services Limited.

Share means a fully paid ordinary share in MSF.

SPP means the Share Purchase Plan.

Terms and Conditions means these terms and conditions and includes the Application Form, instructions and Key Dates.

Trading Date means the date on which Shares allotted under the SPP are expected to begin trading, as set out in the Key Dates.

US Person has the meaning given to that term in Regulation S under the US Securities Act of 1933 as amended.

US Securities Act means the US Securities Act of 1933 as amended.

Directory

Registered Office

The Maryborough Sugar Factory Limited
114-116 Kent Street
Maryborough QLD 4650
Phone +61 7 4121 1100
Fax +61 7 4121 1139

Legal Advisers

Mallesons Stephen Jaques
Level 30, Waterfront Place
1 Eagle Street
Brisbane QLD 4000
Phone +61 7 3244 8000
Fax +61 7 3244 8999

Share Registry

Mailing Address

The Maryborough Sugar Factory Limited
C/- Link Market Services Limited
Locked Bag 3415
Brisbane QLD 4001

Delivery Address

The Maryborough Sugar Factory Limited
C/- Link Market Services Limited
Level 19, 324 Queen Street
Brisbane QLD 4000