

Product and Equipment Supply Agreement

Schedule 4 – Guarantee

1. Guarantee

- 1.1 The Guarantor unconditionally and irrevocably guarantees by way of continuing obligation to Farmlands the due and punctual payment by each Customer of any amount that Customer is required to pay under this Agreement, and the due and proper performance by each Customer of all its other obligations under this Agreement. At the request of Farmlands, the Guarantor shall take all reasonable endeavours to procure that each Customer complies with its obligations under this Agreement.
- 1.2 The liability of the Guarantor under this clause will constitute a principal obligation of the Guarantor and not merely as a surety. Such liability will not be released or in any way affected in a manner prejudicial to Farmlands by any granting of time, waiver, indulgence, concession, variation of this Agreement, release or forbearance to sue by Farmlands, or by any other act, omission, matter, circumstance or law under which the Guarantor, as sureties only, would, but for the provisions of this clause, have been released from liability under this Agreement.
- 1.3 If any Customer fails to pay punctually any amount owing to Farmlands under this Agreement, or fails to perform punctually and properly any of its other obligations under this Agreement, the Guarantor shall, immediately after receiving written notice from Farmlands specifying such failure or failures, pay the amount or perform the obligations (as the case requires) on the terms set out in this Agreement.
- 1.4 The liability of the Guarantor under this clause will remain in full force and effect until all amounts that each Customer is required to pay, and all obligations that it is required to perform, under this Agreement have been punctually and properly paid or performed (as the case requires) on the terms set out in this Agreement.
- 1.5 The liability of the Guarantor under this clause is in addition to, and not in substitution for, any other security or right that Farmlands may have in respect of any amount payable, or obligation to be performed, by any Customer, and may be enforced against the Guarantor (jointly and severally) without first having recourse to any such securities or rights and without first taking any action against any Customer.
- 1.6 In addition to its obligations under this clause, the Guarantor will indemnify Farmlands against all losses, damages and expenses suffered or incurred by Farmlands arising directly or indirectly out of the non-payment of any amount by any Customer or any breach or non-fulfilment of any Customer's obligations contained or implied in this Agreement.
- 1.7 The Guarantor shall pay to Farmlands, upon receipt from Farmlands of written demand for such payment, all costs and expenses incurred by Farmlands in enforcing any of the provisions of this guarantee.

2. Non-compete

- 2.1 The Guarantor agrees that it will not, and will procure that its associated persons (including every director, shareholder and related company (as that term is defined in the Companies Act 1993) of any Guarantor) will not in any capacity whatsoever, directly or indirectly solicit, entice or endeavour to solicit or entice any Farmlands customer away from Farmlands at any time during the Term of this Agreement or for the period of one year after the termination or expiry of this Agreement.