

Sponsorship Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

#### **PRIOR AGREEMENTS SUSPENDED**

This Farmsponsor Agro Estate Sponsorship Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior simultaneous representations, discussions, negotiations and Memorandums whether written or oral.

#### **INDEMNITY**

In the event that there is a winding up (either voluntary or involuntary), insolvency or bankruptcy of Farmsponsor or a prior decision of Globetrot Farmsponsor Nig Ltd to reconsider the Farmsponsor Agro Estate plan before the expiration of this agreement, Farmsponsor undertakes to indemnify the Sponsor of the unpaid balance of sum invested.

#### **AMENDMENT AND WAIVER**

No amendments, changes or modifications to this Farmsponsor Agro Estate Sponsorship Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties to this Agreement. A waiver by a party of its rights or obligations hereunder shall not constitute an amendment to this agreement unless expressly agreed in writing between the parties.

#### **FORCE MAJEURE**

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots civil commotions strikes, lockout or other labor disturbance, acts of God or acts, omissions or delays in acting by any government authority or government policy changes.