



Late Entry Pool Contract – 2019 Harvest

Member Name:

Customer Reference Number

PLEASE RETURN TO FENGRAIN OFFICE LATEST 30th September, 2019.

| Crop | Variety | CONTRACTED TONNES CENTRAL STORE | | |
|-------------------|---------|--|----------------|----------------|
| | | 2 nd Long | Payment Option | Month Deferred |
| POOL MARKETING | | | | |
| Marketing Period | | 1 st Oct 19 – 31 st Mar 20 | | |
| Milling Wheat GP1 | | | | |
| Milling Wheat GP2 | | | | |
| Biscuit Wheat GP3 | | | | |
| Feed Wheat GP4 | | | | |

Please note all tonnages committed are contracted tonnages.

If you require advance payments please sign the pledge overleaf.

Signed: **Dated:**

Form F21B
09/19

To: Fengrain Ltd, Hook Lane, Wimblington, March, Cambs PE15 0QN

1. In consideration of Fengrain Limited ("**Fengrain**") advancing to me/us certain sums of money (known as "**Advance Payments**") I/We:
 - a. guarantee to supply Fengrain with and deliver to Fengrain as a minimum the tonnage of grain, ("**the Grain**") committed overleaf, or, if less, the tonnage of Grain committed by me/us to Variable Pools up to 30th Sept (provided that the tonnage committed by me/us to Variable Pools before that date shall not be less than 75% of the tonnage committed overleaf), from the 2016 Harvest, grown on land occupied by me/us at:

Account Code _____ Farm Name _____.

- b. undertake to pledge and do hereby pledge the Grain to Fengrain to secure the Advance Payments.
2. We acknowledge the terms under which Fengrain make Advance Payments and the terms of the related pledge of the Grain, and hereby agree to abide by them, as follows:-
 - a. Fengrain may, at its absolute discretion, without notice or further discussion with or consent of any other person, sell, assign, transfer ownership, or otherwise dispose of the Grain, on such terms and in such a manner as Fengrain may deem fit. The timing, pricing and terms of such sales are entirely at Fengrain's discretion and the proceeds may be applied towards any costs incurred, and to cover the Advance Payments made to me/us. If such proceeds are insufficient for such purpose, I/We undertake immediately to make good such deficiency. Section 93 and the restrictions contained in Section 103 of the Law of Property Act 1925 shall not apply.
 - b. I/We will at any time Fengrain require, execute and sign all transfers, delivery or other documents which Fengrain may from time to time require in relation to my/our pledge of the Grain and/or to perfect title to the Grain including in connection with any sale Fengrain may make of the Grain. Fengrain, and its agents and nominees are hereby irrevocably authorised to sign and execute any document and act in any way they deem fit as my/our agent and on my/our behalf.
 - c. Until such time as the Grain is sold I/We will keep the Grain insured to its full value against all insurable risks and, if so requested, will note Fengrain's interest on any such insurance policy and if required provide Fengrain with copies of such insurance policy(ies). In case of loss or damage to the Grain howsoever caused, I/We will pay over to Fengrain all sums received under such insurance in respect of said loss of damage and make up the deficiency in the amount of any sums or money due to Fengrain.
3. I/We hereby declare that I/We have the right validly to pledge the Grain to Fengrain, and to execute or sign both this agreement and any other relevant documents required by this agreement when called upon to do so.
4. This agreement and the pledge incorporated in it is a continuing security for the repayment on demand of the Advance Payments and all monies and liabilities now or hereinafter due to Fengrain from me/us in any manner whatsoever.
5. Reference to Fengrain in this agreement shall where the context admits include Fengrain's successors and assigns. Any change in Fengrain's constitution and any absorption of Fengrain in or amalgamation of Fengrain with any other person or the acquisition of all or part of Fengrain's undertaking by any other person shall not in any way prejudice or affect Fengrain's rights hereunder.
6. If this letter is signed by two or more persons all undertakings, agreements, obligations, warranties, liabilities and pledges herein contained or implied on their part are joint and several and shall be construed accordingly.
7. Where this agreement and the pledge incorporates in it is signed on behalf of a firm all such undertakings, agreements, obligations, warranties, liabilities and pledges shall be binding both on the present partners and on all other persons who may from time to time carry on business as partners in such firm (whether carried on under the same or any other name) and notwithstanding the retirement or death of any partner or the introduction of any further partner.

Dated:
Signed:

For and Behalf of :