7. Recording. The parties agree not to record or register this Agreement.

8. Entire Agreement; Binding Effect. This Agreement constitutes the entire and complete agreement between the parties. This Agreement supersedes any prior arrangement, written or oral, and is binding upon the parties, their heirs, personal representative(s), successors and assigns. No written or oral promises, agreements, or representations have been made concerning this Agreement except as included in this Agreement.

9. Governing Law. This Agreement and the rights of the parties shall be governed by and interpreted in accordance with the laws of the State of Minnesota without regard to conflict of laws principles.

10. Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by the other party.

11. Severability. If any provision of this Agreement shall be or become illegal or unenforceable in whole or in part, the remaining provisions shall nevertheless be deemed valid, binding, and subsisting.

12. Assignment. You may not assign this Agreement without our prior written consent.

13. Voluntary Agreement. You acknowledge that you have received and read this Agreement and fully understand both the provisions and obligations imposed.

14. Security Interest. You warrant that no person or entity has or will have a security interest in any of the turkeys shown on the flock schedule on or as of the date of delivery to us. We may rely on such warranty in making payment to you.

15. Mediation. The parties agree to the use of mediation to attempt to resolve any dispute between the parties arising out of or relating to this Agreement. The mediator shall have no authority to impose a settlement of any such dispute. Mediation shall be conducted pursuant to the Minnesota Civil Mediation Act, Minnesota Statutes, §§ 572.31 to 572.40.

16. Force Majeure. Each party is not responsible for its failure to comply with the conditions and provisions of this Agreement for any cause or reason beyond its control. Examples of such causes are fire, explosion, accident, war, labor trouble, civil commotion, or disorder, insurrection, riot, and act of God.

17. Capital Investment Required. The parties agree that no capital investments in the Facility will need to be made by you during the term of the Sublease. If you acquire the turkey building(s) at the end of the term of the Sublease by exercising your option to purchase, capital improvements to the Facility will be required at your cost to keep the Facility in good condition and up to date for growing of turkeys under our program.