termination of this Agreement, we may, at our discretion, withhold the building payment.

(2) If you acquire the turkey-growing building(s) at the end of the seven year term of the Sublease by exercising your option to purchase, we shall pay you a monthly payment in an amount necessary to amortize the option purchase prices at the rate of two and one-half percent (2.5%) in excess of the average yield on U.S. Treasury Securities with a maturity of five years over a period of thirty-six (36) months at the time of payment of the option purchase prices.

III. General Terms. General terms and conditions for both parties.

1. Our Property. You acknowledge and agree that written materials, information, schedules, and guidelines provided by us are our property and shall be kept in confidence. They shall be returned to us upon termination of this Agreement.

2. Facility Access. We, through our authorized representatives, shall have access to the Facilities and to your property at all reasonable times to inspect our BFRs and ensure performance of this Agreement. We indemnify you from any persons that we would authorize to be on your premises.

3. Relationship of the Parties. You are an independent contractor. Nothing in this Agreement shall be construed to imply anything inconsistent with that relationship or status. You are solely liable for all labor in connection with the performance of this Agreement and for any and all damages and loss which may occur because of an act or omission of you or your employees or agents, whether for personal injury or damages of any kind.

   You agree to fully indemnify and hold us harmless against any and all loss, liability, damage, and expense arising out of your default or in your failure of obligation to your employees or agents.

4. Termination.

   a. Termination by you. This Agreement is for a twenty-five (25) year term. You may not terminate this Agreement during the first ten years. After the ten years, you may unilaterally terminate this Agreement only upon notice and payment of a termination fee or upon the default by us.

      (1) After the first ten years of this Agreement, you may terminate by giving us written notice three hundred and sixty five (365) days in advance of the intended termination. You also will pay a non-refundable termination fee of $523,000 paid by cashier check with the notice of intent to terminate.