d) Cleaning. Grower agrees to provide all cleaning equipment, labor and disinfectants and have the Unit(s) adequately clean and made ready, as per MBA's Production Supervisors' reasonable recommendations, to receive new chicks a minimum of 7 days after the existing flock has been loaded out of the Unit(s). If Grower does not clean and make ready the Unit(s) as set forth above, MBA may clean and prepare the Unit(s) and charge the Grower a cleaning fee of $2,000 per Unit and such fee may be offset against any amounts due and owing Grower under terms of this Agreement.

e) Utilities/Services. Grower will provide all necessary water, electricity, propane (or other appropriate fuel) and litter at the Facilities. Grower shall provide water via private water well or rural water for the benefit of the Unit(s). Grower guarantees access to a water source and to electricity for the term of this Agreement and will obtain all written easements needed to assure access to a water source and electricity for such period. MBA shall be named as a third-party beneficiary of all such easements.

f) Manure Management. Grower shall be solely responsible for providing for manure or other poultry waste product removal, handling and disposal for the Facilities in compliance with all applicable laws, rules, and regulations. Grower agrees to indemnify and hold harmless MBA from any claim, loss or damage which results from Grower's failure to comply with this provision, including any loss suffered by MBA as a result of MBA being forced to relocate its broilers from Grower's Facilities for failure to comply. In the event that Grower does not comply with Grower's manure and waste disposal responsibilities under this Agreement, Grower hereby grants MBA full and complete access to the Facilities to carry out Grower's duties at the expense of the Grower. In such event, Grower agrees to indemnify and hold harmless MBA from any claim, loss or damage which results from Grower's failure to comply with this provision, including without limitation any claim, loss or damage which results from MBA's actions in performing Grower's duties hereunder.

g) Pollution Prevention and Odor Control. Grower shall take all reasonable steps necessary to prevent any pollution associated with the operation of the Facilities and to reduce odor from the Facilities. MBA agrees to share information with the Grower as to odor control know-how and technology. Grower agrees to handle and apply manure in compliance with Grower's manure management plan. Grower shall respect all applicable setback requirements for the Unit(s) and the waste storage facility at the Facilities. Grower agrees to consider taking reasonable steps to reduce odor by the planting of windbreaks around the Unit(s) or such other means found to be reasonably acceptable.

h) Dead Animal Disposal. Unless otherwise agreed in writing by Grower and MBA, Grower shall be responsible for disposing of all dead animals consistent with its management practices by composting or incineration, and in accordance with all regulations applicable to dead animal disposal.