have the right to participate in such defense at its own expense and provided that Grower shall have no right in connection with any such defense or the resolution of any such Third Party Claim to impose any cost, restriction, limitation, or condition of any kind upon Corporation or any of its employees, agents, servants, successors and assigns or any of them. Corporation agrees to cooperate in all reasonable respects in the defense of any such Third Party Claim.

If Grower fails to take action within fifteen (15) days as hereinabove provided or, having taken such action, thereafter fails diligently to defend and resolve the Third Party Claim, then Corporation shall have the right to pay, compromise or defend the Third Party Claim and to assert the indemnification provisions hereof. Corporation also shall have the right, exercisable in good faith, to take such action as may be necessary to avoid a default prior to the assumption of the defense of the Third Party Claim by Grower.

The indemnity and assumption of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement for any reason.

(j) Use of Supplies. Grower shall use the feed, medication and any other materials or supplies furnished by Corporation hereunder only for the purpose of raising feeder pigs for Corporation hereunder. Grower shall manage all such supplies to prevent waste.

(k) Waste Management Plan. Grower properly shall dispose of all dead swine (and swine waste) in compliance with all federal, state, and local laws, rules, regulations, and orders.

(l) Status. During the term of this Agreement, unless Grower is an individual, Grower shall maintain its status as a family farm corporation or a family farm limited partnership under the laws of the State of Iowa.

5. Review of Operations. Grower shall permit Corporation at any time to enter onto and inspect the Premises, including but not limited to (a) all equipment, facilities, and areas utilized by Grower in connection with Grower's performance hereunder and (b) the pigs maintained and cared for pursuant hereto, for purposes of determining whether the operations of the Grower are being conducted in accordance with the terms of this Agreement and Corporation's Procedures.

6. Proprietary Rights. Corporation is and shall remain the sole and exclusive owner of all feeder pigs raised by Grower pursuant hereto, and all medicines, feed, supplies, records, and any and all other items furnished by or through Corporation pursuant hereto.

Grower recognizes and agrees that Corporation possesses the exclusive proprietary right to all aspects of Corporation's Procedures furnished to Grower by Corporation from time to time in connection with Grower's performance hereunder, and that unauthorized disclosure by Grower or its agents, servants or employees of any aspect of Corporation's Procedures will result in irrevocable harm to Corporation. Grower, its agents, servants and employees shall not at any time during the term of this Agreement or at any time thereafter (a) use or attempt to use Corporation's Procedures in any manner except in connection with Grower's performance hereunder or (b) in any manner disclose, reveal or sell any portion of Corporation's Procedures. Grower shall disclose Corporation's Procedures only to such of Grower's agents, servants and employees who need to know such information in order to carry out the terms of this Agreement. Grower shall be responsible for the breach of this confidentiality and