



YAHARA PRIDE FARMS INC. EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT is made and effective this ____ day of _____, 20__, by and between Yahara Pride Farms Inc., and _____ (Lessee).

WHEREAS Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the following described equipment: Case IH MX 240 CVT, Houle 5,300 Gallon Manure Tanker and Farm Star Injector (the "Equipment").

Term. The term of this Lease shall commence on the ____ day of _____, 20__ and shall expire _____ days thereafter.

Rent and Rate. The daily rent shall be _____dollars (\$) each day, to begin on the ____ day of _____, 20__ It is contemplated that the Equipment will be operated for not more than _____ hours any one day; _____ hours in any one week, and Lessee agrees that he or she will pay additional rental prorated at the applicable daily rate for each hour the Equipment is used in excess of such time. The additional rent for excess hours shall be paid at the time the Equipment is returned or, if the Equipment is leased for more than thirty days, on the first day of the month following such use. If there is an hour meter furnished, Lessee agrees to keep it connected to the Equipment and in good working condition at all times and it is to be used as the conclusive basis of the number of hours of

operation. If Lessee fails to return the Equipment promptly at the end of the term, additional rental shall be payable for each day prorated at one and one-half times the normal rental.

Use. Lessee shall use the Equipment in a careful, prudent, safe and appropriate manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Repairs. Lessee agrees to pay, at its own cost and expense, all operation and maintenance expenses while the Equipment is out of the possession of Lessor, and to make, at his or her expense, any and all repairs. The Equipment shall be returned to Lessor in as good condition as received, reasonable wear and tear excepted. If upon its return to Lessor, the Equipment is not in such good condition, Lessor may contract to repair it and Lessee will pay the cost of any such repairs at Lessor's regular shop rates. **Loss and Damage.** Lessee hereby assumes and shall bear the entire risk of loss and damage to the Equipment from any and every cause whatsoever. No loss or damage to the Equipment or any part thereof shall impair any obligation of Lessee under this Lease.

In the event of loss or damage of any kind whatever to the Equipment, Lessee shall, at Lessor's option:

Place the same in good repair, condition and working order; or

Replace the same with like equipment in good repair, condition and working order; or

Pay to Lessor the replacement cost of the Equipment.

Insurance. Yahara Pride shall be listed as an additional insured on renter's insurance policy. Lessee should carry a liability insurance policy that is at a minimum \$1 million. Lessee shall provide Lessor with an original policy or certificate evidencing such insurance.

Indemnity. Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from Lessee's use of the Equipment, including without limitation the manufacture, selection, delivery, possession, use, operation, or return of the Equipment and any damages for injuries or death to persons and property arising out of the use, possession, or transportation of the Equipment.

Default. If Lessee fails to pay any rent or other amount herein provided within ten (10) days after the same is due and payable, or if Lessee fails to observe, keep or perform any other provision of this Lease required to be observed, kept or performed by Lessee, Lessor shall have the right to exercise any one or more of the following remedies:

To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Lessee.

To sue for and recover all rents, and other payments, then accrued or thereafter accruing.

To take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Lessee hereby waives any and all damages occasioned by such taking of possession.

To terminate this Lease.

To pursue any other remedy at law or in equity.

Notwithstanding any repossession or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of the Lessee to be performed under this Lease. All of Lessor's remedies are cumulative, and may be exercised concurrently or separately.

Bankruptcy. Neither this Lease nor any interest therein is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or if Lessee makes any assignment for the benefit of his or her creditors, or if a writ of attachment or execution is levied on the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of the Equipment, Lessor shall have and may exercise the option to, without notice, immediately terminate the Lease. The Lease shall not

be treated as an asset of Lessee after the exercise of said option.

Ownership. The Equipment is, and shall at all times be and remain, the sole and exclusive property of Lessor; and the Lessee shall have no right, title or interest therein or thereto except as expressly set forth in this Lease.

Additional Documents. If Lessor shall so request, Lessee shall execute and deliver to Lessor such documents as Lessor shall deem necessary or desirable for purposes of recording or filing to protect the interest of Lessor in the Equipment including, but not limited to a UCC financing statement.

Entire Agreement. This instrument constitutes the entire agreement between the parties on the subject matter hereof and it shall not be amended, altered or changed except by a further writing signed by the parties hereto.

Notices. Service of all notices under this Agreement shall be sufficient if given personally or by certified mail, return receipt requested, postage prepaid, at the address hereinafter set forth, or to such address as such party may provide in writing from time to time.

If to Lessor:

If to Lessee:

Assignment. Lessee shall not assign this Lease or its interest in the Equipment without the prior written consent of Lessor.

Governing Law. This Lease shall be construed and enforced according to laws of the State of Wisconsin.

Headings. Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LESSOR

LESSEE