

GRUBER LIVESTOCK SOUTH LLC
236 Lincolnshire Lane, Bolingbrook, IL 60440
Farm - 47762 Plainview Ridge Road, Boscobel WI 53805
630-673-3245

Manure Application Agreement THIS AGREEMENT is made this 7 day of September, between Charles Schwab (landowner) Fritz Brothers (Casey Fritz and Corey Fritz) (renters) and Gruber Livestock South (Mary Hrycyk) (operator).

1. Real property described as: USDA FARM 6684, USDA TRACT 6618 - FIELD 3 = 18.07 ACRES, FIELD 4 = 83.68 ACRES, FIELD 5 = 5.32 ACRES, FIELD 12 = 4.76 ACRES, FOR A TOTAL OF 111.83 ACRES.

2. Operator operates a hog confinement facility located on certain real property legally described as: 01207600000 - SECTION 23, T8N, R4W NE1/4 OF NW1/4 WD #338721QCD #340613.

3. Operator desires access to the Landowner's Property for the purpose of applying manure generated by the facility.

4. The term of this agreement is for 15 year(s) beginning on January 1, 2026 and ending on December 31, 2041.

5. Operator shall apply animal manure on the above-described property only during the period of time following the harvest of the crop and before the following crop is planted. Application and distribution of animal manure, however, shall not interfere with the productivity, growing and harvesting of crops on the above-described property. Operator shall give the Landowner/Renters at least 48 hours notice when manure is to be applied to Landowners property. If, in the Landowner's/Renters judgement, the application equipment would damage the soil structure due to inclement weather, the Landowner/Renter may refuse the application until soil conditions improve. Operator will apply enough manure to evenly cover each field the manure is applied too. Via drag line application.

6. Neither party will be required to pay the other party for services to be performed under this Agreement or for the manure to be provided, unless agreed as follows: No Charge

7. Landowner/Renter shall provide Operator with timely access to all field roads and other ways of access to and from Landowner's property. Operator shall apply manure in compliance with the manure management plan requirements and shall apply manure to the land to maximize soil fertility of other soil nutrients and prevent buildup of those nutrients or trace elements, based on soil tests conducted by a reputable soil test service at the expense of the Renter. Operator shall have the manure tested by a reputable laboratory and shall use the test results to determine subsequent applications of manure. Manure analysis shall be at the Operator's expense and Operator shall provide test results to Renter. If soil tests show nutrient levels in excess of soil test recommendations, application of manure on those specific fields shall be limited to crop utilization rates until subsequent soil tests show nutrient levels are reduced to acceptable levels. Such determination shall not by itself result in termination of the agreement.

This agreement is subject to changes required by the Wisconsin Department of Natural Resources to comply with current regulations.

Renter shall keep and provide, if requested, the Operator with records of nutrient applications other than Operator's manure, including commercial fertilizer and manure from other sources.

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8. There is no warranty, representation, or guarantee regarding the manure, express or implied, oral or written, including any warranty or guarantee of merchantability or fitness for a particular purpose of the manure or the quality of the manure or whether the manure will be beneficial or detrimental to the land, crops or other items on the land.
9. Charles Schwab nor Fritz Brothers shall not be liable for any claims under this agreement.
10. The operator agrees not to pursue, negotiate for, or otherwise compete for the rental or use of the land currently being rented by the landowner, as shown above, for the duration of this agreement and for a period of 5 years following its expiration or termination, unless the landowner provides written consent. This agreement is intended to prevent any conflict of interest or disruption to the landowners ongoing use of the property and is made in good faith to support the current rental arrangement.
11. This agreement shall be binding upon the heirs, executors, personal representatives, and successors and assigns of the parties of it.
12. This agreement constitutes the entire agreement and understanding between the Landowner, Renter and Operator. Any change or amendment to this Agreement shall be effective only if it is in writing and signed by both the Landowner, Renter and Operator. Any waiver of the terms of this Agreement or breach of this Agreement will not be deemed to be a waiver of any subsequent failure to strictly comply with the terms of this Agreement. If any provision of this Agreement is held invalid, the remaining provisions of this Agreement shall remain in full force and effect as if that invalid provision had not been included. If either party files suit to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover court costs and reasonable attorney fees.

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This is a legal and binding document. Seek legal counsel from your own attorney before signing.


_____(SEAL)
Casey Fritz

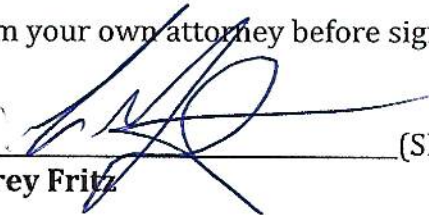
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_____(SEAL)
Corey Fritz

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_____(SEAL)
CHARLES SCHWAB


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 (SEAL)
Mary Hrycyk