

(To be typed on the Hill Packing Company
letterhead)

December , 1963

Dr. Mark L. Morris and
Mark Morris Associates, Inc.
2900 Plass Court
Topeka, Kansas

Re: Articles of Agreement dated October 22, 1948,
between Mark L. Morris and the Hill Packing
Company, as amended by Supplement dated
April 7, 1950, and extended on December 5, 1957.

Gentlemen:

With reference to the letter of Dr. Mark L. Morris,
to the Hill Packing Company dated June 1, 1962, and its letter
to Dr. Morris dated June 14, 1962 and the matters therein dis-
cussed, the Hill Packing Company hereby acknowledges and agrees
that --

1. The Assignment by Dr. Mark L. Morris dated April 23,
1962 of all of his right, title and interest in and to the above
described Articles of Agreement to Mark Morris Associates, Inc.
(a Kansas corporation) in exchange for all of the authorized and
outstanding capital stock of said corporation (consisting of 1,000
shares of Class A Voting Common Stock and 149,000 shares of Class B
Nonvoting Common Stock) and the subsequent owning of such interest
in said Articles of Agreement by a partnership, known as Morris
Partnership, between Mark Morris Associates, Inc. and Morris Animal
Foundation (a New Jersey not-for-profit corporation) was and is
valid and legally effective and was and is legally binding upon
the Hill Packing Company and was not and is not to be deemed a
sale or disposition by Dr. Mark L. Morris of his interest in said
Articles of Agreement within the legal contemplation of the following
provisions of said Articles of Agreement:

"IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES
HERETO that in the event, that during the continuation of this
Agreement either party shall desire to sell or dispose of his or
its interest in this Agreement, that then and in that event a
representative of first party and a representative of second party,
along with a disinterested third party agreed upon by the parties
hereto, shall make an appraisal of the value of the interest of
first party in this Agreement and shall make an appraisal of the

value of the interest of the second party in this Agreement, and that either party shall have the right to first purchase the right and interest of the other party in this Agreement before the same shall be sold to any person, firm or organization not a party to this Agreement for the appraised value of the respective interests".

2. All payments by the Hill Packing Company made by it pursuant to said Articles of Agreement since such Assignment have been for the benefit of said partnership and its partners, and the Hill Packing Company shall henceforth make all such payments to Morris Partnership, a Colorado limited partnership, care of W. A. Richel, 506 Columbian Building, Topeka, Kansas.

3. Any and all future transfers of Class B Non Voting Common Stock of Mark Morris Associates, Inc. by Dr. Mark L. Morris (or by his spouse, his descendents or the spouses of his descendents) to, or in trust for the primary benefit of his spouse, his descendents or the spouses of his descendents whether by gift, sale or otherwise, and any ^{and} all future transfers of either Class A Voting Common Stock or Class B Non Voting Common stock, or both, of Mark Morris Associates, Inc. upon the death of Dr. Mark L. Morris, his spouse, his descendents or the spouses of his descendents to, or in trust for the primary benefit of his spouse, his descendents or the spouses of his descendents whether by will, the laws of descent and distribution or under the laws of joint tenancy shall not be deemed a sale or disposition by Dr. Mark L. Morris of his interest in said Articles of Agreement within the legal contemplation of the provisions of said Articles of Agreement above quoted in paragraph 1.

The Hill Packing Company makes the foregoing acknowledgements and agreements with the understanding that Dr. Mark L. Morris, his spouse, his descendents, and the spouses of his descendents, Mark Morris Associates, Inc., Morris Partnership and Morris Animal Foundation intend to act in the future in full reliance thereon.

Yours truly,

HILL PACKING COMPANY

President