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VIA EMAIL

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RE: 1600 Industrial Drive, Blue Earth, MN

Dear David:

As you know, this firm represents Kerry Inc. ("Kerry") in connection with the above-referenced property, and specifically, Kerry's intended purchase of the property pursuant to the option right contained in the Lease Agreement dated July 19, 2004 (the "Lease"), between the City of Blue Earth, Minnesota (the "City") and Kerry. As you and I have discussed, in the course of its due diligence, Kerry discovered that the City neither owns nor has an easement right to use, or permit the use of, the truck loading and turning area which serves the property, which is a significant title defect. The area in question is actually owned by an entity called BPR Investments, L.L.C., and the property which is the subject of the Lease has no legal right to use that area. You have advised that the City is attempting to secure an easement from BPR, and that the City does desire that Kerry proceed to close on the planned acquisition of the property and continue to operate the facility.

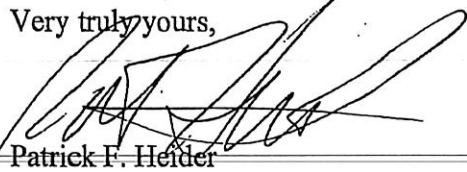
In the meantime, the Lease is scheduled to expire on July 31, 2014. Obviously, Kerry cannot take title to the property with the easement issue unresolved. As you might expect, Kerry would also like to avoid any disruption to its business operations. As such, Kerry proposes that it simply continue to occupy and operate the property as it has under the Lease, until the easement issue is resolved. Kerry does not believe it should be penalized for the title defect which is preventing closing, and so does not believe that additional rent payments should be required; however, Kerry would continue to maintain the property, carry insurance, and otherwise comply with its

obligations under the Lease. Can you please confirm that this proposal is acceptable to the City?

Bryan Cave LLP

If you have any questions regarding the foregoing, please contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Patrick F. Heider', written over a horizontal line.

Patrick F. Heider