EXECUTION

MEMORANDUM OF UNDERSTANDING

Dated

March 5th, 2008

By and between

Shanghai Huaji Investment Co., Ltd.

And

Ontario Pork Producers' Marketing Board

EXECUTION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of March 5th, 2008 (the "Execution Date"), by and between Shanghai Huaji Investment Co., Ltd., a company duly organized and validly existing under the laws of the People's Republic of China ("PRC") ("Party A"), and the Ontario Pork Producers' Marketing Board, a commodity board organized and validly existing under the laws of the Province of Ontario, Canada ("Party B"), for the purpose of setting forth the agreement of the parties with respect to the transactions contemplated by this MOU. Party A and Party B shall be referred to as Party individually and Parties collectively.

RECITALS

Whereas, Party A is a company duly organized and validly existing under the laws of PRC, and is interested in importing pork products in the future from Party B for distribution in China;

Whereas, Party B is a commodity board duly organized and validly existing under the laws of Canada with a purpose of promoting the sale of hogs originated from Canada;

Whereas, a special purpose corporation shall be created to facilitate the transaction contemplated in this MOU (the "Special Purpose Company"); and

Whereas, the Parties wish to explore potential opportunities that are mutually beneficial with respect to the importation of pork from Canada for sale within China and have reached general understandings with respect to how they will proceed in developing their relationship for this project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this MOU and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, both Parties hereby agree as follows:

1. AGREEMENT TO ENTER INTO PORK EXPORT-IMPORT CONTRACT IN THE FUTURE

The Parties agree that the initial contract for which they will seek to reach a final agreement for the purchase by Party A from Party B and other related parties is targeted to be 28,000 metric tons of pork being exported from North American ports to Chinese ports to be designated by Party A and Party B. The Parties plan to work as quickly as possible to complete the initial contract as soon as possible. Once the Parties have established the method of cooperation, their goal is to move next toward a level of 372,000 metric tons in the first year after the completion of the 28K transaction and to

400,000 metric tons per year in the following 4 years.

2. CONDITIONS.

The transaction contemplated herein shall be conditional upon the completion of the following conditions:

2.1 Legal and financial due diligence on Party A with results satisfactory to Party B, and Legal and financial due diligence on Party B with results satisfactory to Party A. These are expected to be completed 6 months from Execution Date.

2.2 Execution of a Pork Export-Import Contract by and among Party A, Party B and the Special Purpose Company, as well as other related documents in relation thereto ("Export-Import Contract") which is expected to occur within 6 months from the Execution Date.

3. CONFIDENTIALITY.

Both Parties will maintain strict confidentiality of all aspects of this MOU, the contemplated transactions and associated negotiations and inspections, unless such information is available to the public from sources other than the Parties hereto or Related parties (as hereinafter defined); provided, however, that the Parties shall be permitted to issue press releases or other public statements regarding the existence of, and the Parties to, the transactions contemplated hereby following the execution of final agreements. Except as may be required by law or court order, the Parties will not divulge any such information to other persons or entities including, without limitation, competitors of the Parties hereto. Notwithstanding the foregoing, the Parties shall have the right to disclose information with respect to the Project and this MOU to their respective shareholders, officers, directors, employees, partners, potential partners, potential sources of capital and/or financing, fiduciaries, attorneys, accountants, and other consultants (collectively, "Related parties") to the extent necessary for the Parties to consummate the contemplated transaction, provided that all Related parties are told that such information is confidential and agree to keep such information confidential. The provisions of this Section 3 shall survive the termination of this MOU.

4. TERMINATION.

Notwithstanding anything to the contrary in this MOU, this MOU may be terminated and the transactions contemplated by this MOU abandoned;

4.1 by mutual written consent of the Party A and Party B;

4.2 by Party A upon Party A's determination within 6 months from Execution Date, in its sole discretion based on its investigation and review of the business, operations, prospects, condition (financial or otherwise), assets or liabilities of Party B that it is not in the Party A's best interest to proceed with the transactions contemplated by this MOU; or

4.3 by Party B upon Party B's determination within 6 months from Execution Date, in its sole discretion based on its investigation and review of the business, operations, prospects, condition (financial or otherwise), assets or liabilities of Party A that it is not in the Party B's best interest to proceed with the transactions contemplated by this MOU.

5. MISCELLANEOUS PROVISIONS.

5.1 Governing Law; Dispute Resolution. This MOU and the legal relations between the Parties hereto shall be governed by and construed and enforced in accordance with the laws of PRC. Any dispute, controversy or claim arising out of or relating to this MOU, or the breach, termination or invalidity of this MOU ("Dispute") shall be finally resolved through arbitration to be held in Hong Kong under the UNCITRAL Arbitration Rules in accordance with the Hong Kong International Arbitration Centre ("HKIAC") Procedures for the Administration of International Arbitration (as modified by this Section 5.1) in force as of the date of this MOU. The judgment of the arbitrators shall be final and binding upon the parties.

5.2 Entire Agreement. This MOU constitutes the entire agreement between Party A and Party B pertaining to the subject matter hereof and supersedes all prior agreements, whether oral or written, of the parties, and there are no warranties, representations or other agreements, express or implied, except as specifically set forth herein or in the documents delivered in connection herewith.

5.3 Modification; Waiver. No modification, waiver or termination of this MOU shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any provision of this MOU shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

5.4 Notices. All notices, consents, requests, reports, demands or other communications hereunder (collectively, "Notices") shall be in writing and may be given personally, by registered or certified mail, by telecopy or by reputable overnight delivery service) as follows:

To Party A: Shanghai Huaji Investment Co., Ltd.
Address: Floor 7, Yixiang Building, No. 1599 West Yan'an Road, Shanghai, 200050, P.R.China

Attention: Mr. Jin Yuejun
Telephone: 86-21-62100001
Telecopy: 86-21-62129191

To Party B: The Ontario Pork Producers' Marketing Board
Address: 655 Southgate Drive, Guelph, Ontario, Canada N1G 5G6

Attention: Mr. Giacomino (Jack) Slibar
Telephone: 519-767-4600
Telecopy: 519-829-1769

or to such other address or such other person as the addressee Party shall have last designated by notice to the other Party. All Notices shall be deemed to have been given when received. All Notices given by telecopy shall be followed by the delivery of a hard copy of such Notice, provided that such Notice shall be deemed to have been given when received by telecopy.

5.5 Expenses. Whether or not the transactions contemplated by this MOU shall be consummated, or whether such non-consummation is attributable to either party, all fees and expenses incurred by any Party hereto in connection with this MOU shall be borne by such Party.

5.6 Counterparts and Contract Language. This MOU may be executed in as many counterparts as may be deemed necessary and convenient, and by the different Parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. This MOU and the Export-Import Contract shall be executed in both Chinese and English, each of which shall have equal effect.

5.7 Exclusivity Clause. For a period of six months following the execution of this MOU, the Parties agree that they will not enter into, nor entertain any discussions with any other parties with regard to transactions of a comparable nature for the import of pork into China.

5.8 Non-Binding Agreement. With the exception of the provisions in Sections 3, 4 and 5, this MOU is not legally binding upon either of the Parties. The paragraphs under Sections 3, 4 and 5, however, are legally binding and shall take effect immediately upon execution of this MOU by both Parties.

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EXECUTION

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

PARTY A:

Shanghai Huaji Investment Co., Ltd.

By: ______________________
Name:
Title:

PARTY B:

Ontario Pork Producers' Marketing Board

By: ______________________
Name:
Title:

EXECUTION

备忘录

订立日期：2008 年 3 月 5 日

订立双方：

上海华集投资(集团)有限公司

和

The Ontario Pork Producers' Marketing Board

EXECUTION

备忘录

本备忘录（本“备忘录”）于2008年3月5日订立（“签署日”）。订立双方为：上海华集投资（集团）有限公司，一家依据中国法律合法成立并有效存续的公司（“甲方”），和Ontario Pork Producers' Marketing Board（加拿大安大略省猪业协会），一家依据加拿大安大略省法律合法成立并有效存续的商业协会（“乙方”）。订立本备忘录之目的是规定双方之间达成的约定。甲方和乙方单独称为一方，共同称为双方。

序言

鉴于甲方是一家依据中国法律合法成立并有效存续的公司，有致于在未来从乙方处进口猪肉制品以期在中国国内的销售；

鉴于乙方是一家依据加拿大法律合法成立并有效存续的商业协会，目的在于促进加拿大安大略省出产猪肉的销售与推广；

鉴于为推动本备忘录所述交易的进程，一个特殊目的公司应当被建立（“特殊目的公司”）；

鉴于双方希望在从加拿大向中国出口猪肉和在中国市场销售猪肉方面进一步发掘合作潜力，并已对该猪肉进出口项目的进一步发展达成了基础性共识。

约定

因此，考虑到本备忘录中包含的相互承诺和其他有效和有价值的对价（对其的接受及其充分性特此予以承认），双方特此约定如下：

1. 今后签订猪肉进出口合同的约定

双方同意甲乙双方和其他相关方将签署的最初正式协议将为目标数额为28,000公吨从双方指定的北美洲港口运出到达双方指定的中国港口的猪肉制品。双方计划尽快完成这个最初正式协议的签署。一旦双方达成了上述程度的合作，他们

共同的目标将是努力在上述正式协议后一年内达成的 372,000 公吨的猪肉制品进出口交易，并在此后的 4 年中达到进出口 400,000 公吨猪肉制品的程度。

2. <u>条件</u>

交易的完成以以下条件的满足为前提：

2.1 双方的法律和财务的尽职调查结果以及现场调查的结果令对方满意。上述调查预计将在本备忘录签署日后 6 个月内结束。

2.2 甲乙双方与上述特殊目的公司之间签署猪肉进出口合同和其他相关文件（“<u>进出口合同</u>”）。进出口合同的签署预计将在备忘录签署后的 6 个月内完成。

3. <u>保密</u>

双方应在所有方面对本备忘录、本备忘录中拟定的交易和相关的协商和检查严格保密，除非该等信息 (i) 通过本备忘录双方或相关方（其定义如下）以外的渠道为公众所知；(ii) 在被披露前已由不受任何保密义务制约的任何方所知；或 (iii) 从有自由披露的权利且不受任何保密义务制约的第三方所知；但条件是，应允许双方在履行正式协议后就本备忘录拟定交易的发生和交易双方发布新闻公报或其他公开说明。除非法律或法院命令另外要求，或相关双方所在的知名股票交易所或主管监管或政府实体的规则要求外（无论对信息的要求是否具有法律效力），双方不得向任何人或实体透露上述任何信息，包括但不限于本备忘录双方的竞争对手。尽管存在上述规定，双方有权出于实现拟定交易的目的将与本项目和本备忘录相关的必要信息披露给各自的股东、高管人员、董事、雇员、合伙人、潜在合伙人、潜在资本和/或融资来源、受托人、律师、会计师和其他顾问（统称为“<u>相关方</u>”），条件是全部相关方应被告知上述信息是保密信息并且同意对上述信息保密。本第 3 款的规定应在本备忘录终止后继续有效。

4. 终止

不论本备忘录有任何相反的约定，在以下情况下本备忘录终止，本备忘录项下的交易将被放弃：

4.1 甲方和乙方书面同意；或

4.2 在签署日起6个月内，基于甲方对乙方的业务、经营、预期、状况（财务或其它）、资产或责任的调查，甲方认为本备忘录项下的交易并非甲方的最佳利益所在。

4.3 在签署日起6个月内，基于乙方对甲方的业务、经营、预期、状况（财务或其它）、资产或责任的调查，乙方认为本备忘录项下的交易并非乙方的最佳利益所在。

5. 其他规定

5.1 适用法律；争议解决 本备忘录和本备忘录双方间的法律关系应受中国法律管辖并据此予以解释和执行。本备忘录或本备忘录的违约、终止或无效导致的或与之相关的任何争议、争端或主张（“争议”），均应最终根据《联合国国际贸易法委员会仲裁规则》并依照本备忘录签署时有效（及经本第5.1款修改）的《香港国际仲裁中心（“香港国际仲裁中心”）国际仲裁管理程序》在香港仲裁解决。仲裁员的裁决是终局裁决并对双方具有约束力。

5.2 全部约定 本备忘录构成双方就本备忘录主题事项达成的全部约定，并取代双方以前的全部口头或书面约定。除本备忘录或随同本备忘录交付的文件中具体规定的保证、陈述或约定外，不存在其他任何明示或暗示的保证、陈述或其他约定。

5.3 修改；弃权 未经受其约束的双方书面签署，本备忘录的任何修改、弃权或终止均不具有约束力。对本备忘录任何条款的放弃不应视为、亦不构成对本备忘录任何其他条款的放弃（无论是否类似）。除非另外明确规定，上述放弃也不构成持续的放弃。

5.4 通知 根据本备忘录做出的全部通知、同意、请求、报告、要求或其他通讯（统称为“通知”）应以书面做出，并可通过专人、挂号或经证明的信函、传真或知名的隔夜快递服务送往下述地址：

致甲方：　　上海华集投资(集团)有限公司
地址：中国上海市长宁区延安西路 1599 号怡翔大楼 7 楼 200050

收件人：金跃军（先生）
电话：86-21-62100001
传真：86-21-62129191

致乙方：　　加拿大安大略省猪业协会
地址：655 Southgate Drive, Guelph, Ontario, Canada N1G 5G6

收件人： 杰克 斯里巴 （先生）
电话：519-767-4600
传真：519-829-1769

或送往收件方向所有其他双方告知的收件方最终指定的任何其他地址或任何其他人。所有通知应在收到时视为送达。以传真做出的所有通知应随后交付该通知的复印件，但该通知应在通过传真收到时视为送达。

5.5　<u>费用</u> 无论本备忘录中拟定的交易是否达成，也无论交易未达成是任何一方的责任，甲方和乙方分别对其自身由商讨本备忘录所产生的费用负责。

5.6　<u>文本及语言</u> 本备忘录可由本备忘录双方根据需要和出于便利分别签署任何数量的文本，经签署的各份文本均为正本，并统一构成一份相同的文件。本备忘录及进出口合同应用中英文两种语言签订。两种语言的备忘录均有同等效力。

5.7　<u>排他性条款</u>在签署日期后的 6 个月内，双方同意将不会签署或与任何其他人员讨论与本备忘录所述性质类似的由中国进口猪肉的合同。

5.8　<u>非约束性协议</u> 除本备忘录中第 3 章、第 4 章和第 5 章以外，本备忘录将不对双方构成约束力。但是，本备忘录第 3 章、第 4 章和第 5 章将在双方签署本备忘录后，对双方具有法律约束力。

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本备忘录双方已在本备忘录文首所示之日签署本备忘录，以昭信守。

甲方:

上海华集投资(集团)有限公司

签字: ____________________

姓名:

职务:

乙方:

Ontario Pork Producers' Marketing Board

（加拿大安大略省猪业协会）

签字: ____________________

姓名:

职务: