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43,112

January 19, 2010

BY E-MAIL

Ms. Jasmin Contreras
The Port of Seattle
(contreras.j@portseattle.org)

Re: Merger of Westway Feed Products, Inc. with and into
Feed Merger Sub LLC

Dear Ms. Contreras:

I write to confirm the information that I gave you in our telephone conversation of today. As we discussed, immediately following the merger of Westway Feed Products, Inc. with and into Feed Merger Sub LLC on May 28, 2009 (the transaction that the Port of Seattle approved), Feed Merger Sub LLC changed its name to Westway Feed Products LLC. Feed Merger Sub LLC's action of changing its name did not involve any further transfer or assignment of the Company's lease with The Port of Seattle that would have required further consent.

Should you have any questions regarding the above, please do not hesitate to call.

With kind regards, I remain

Sincerely,



Leon J. Reymond, III

LJR/paf

CONDITIONAL CONSENT TO ASSIGNMENT

ORIGINAL

THIS CONDITIONAL CONSENT TO ASSIGNMENT ("Consent") is made as of this _____ day of May, 2009 by and between the PORT OF SEATTLE, a Washington municipal corporation ("the Port"), Westway Feed Products, Inc., a Delaware corporation ("Assignor") and Feed Merger Sub LLC, a Delaware Limited Liability Company ("Assignee").

WHEREAS, the Port and Assignor are parties to that certain Port of Seattle Lease No. 517 dated July 23, 1996 ("the Lease"), which Lease relates to certain premises located at Terminal 18, Port of Seattle, as more particularly described in the Lease ("the Premises"); and

WHEREAS, Assignor and Assignee have entered into that Transaction Agreement, dated November 25, 2008, as amended and restated as of May 1, 2009 ("the Assignment Agreement"), pursuant to which, *inter alia*, Assignor will merge with and into Assignee and, by operation of law, Assignee will assume, all rights and obligations under the Lease (the "Assignment") effective as of the Closing Date, as defined in the Assignment Agreement (the "Effective Date"); and

WHEREAS, Assignor and Assignee are, under the terms of the Lease, required to obtain the Port's consent to the Assignment; and

WHEREAS, the Port is prepared to give its consent to the Assignment subject to certain conditions as more specifically set forth in this Consent;

NOW THEREFORE, in consideration of the mutual promises and other valuable consideration the receipt of which is hereby acknowledged, the parties agree as follows:

1. Representations and Warranties Regarding Assignment. Although the Port has been provided with a copy of the Assignment Agreement, Assignor and Assignee acknowledge and agree that the Port has not reviewed, or passed upon the legal effect of, the Assignment Agreement. Instead, Assignor and Assignee hereby represent, warrant and covenant as follows for purposes of obtaining the Port's consent:

a. As of the Effective Date, Assignor will, excepting only the necessity of this Consent, absolutely and unconditionally assign and transfer, by means of merger, to Assignee all of Assignor's right, title, and interest in and to the Lease, subject to all the terms and conditions, covenants, and agreements contained in the Lease;

b. As of the Effective Date, Assignee will, excepting only the necessity of this Consent, absolutely and unconditionally accept such assignment and assumed and agree to perform all the terms, conditions, covenants, and agreements of the Lease, on the part of the Lessee in the Lease, as if Assignee had originally executed the Lease; and

c. Assignee's agreement shall be binding on the successors and assigns of Assignee.

d. No compensation or consideration of any kind that would entitle the Port to any "Excess Rentals" under the Lease has been, or will be, paid by Assignee to Assignor in connection with the Assignment.

e. Within fifteen (15) days of the Closing Date, Assignee will notify the Port in writing of the closing of the transaction described in the Assignment Agreement and, consequently, the Effective Date hereunder. If the Assignment does not occur on or before June 15, 2009, this Consent will be of no further force or effect.

2. Consent of Port. Subject to the agreements and the fulfillment of the conditions set forth in this Consent, the Port hereby consents to the Assignment.

3. Port May Deal with Assignee. On or after the Effective Date, Assignor hereby waives notice of default by Assignee (or any successor) in the payment and performance of the rent, covenants and conditions of the Lease and consents that the Port may in each and every instance deal with the Assignee (or any successor), grant extensions of time, waive performance of any of the terms, covenants and conditions of the Lease and modify the same, and in general deal with the Assignee (or any successor) without notice to or consent of Assignor; and any and all extensions of time, indulgences, dealings, modifications or waivers shall be deemed to be made with the consent of Assignor (and any successor).

4. Assignor Remains Liable. Assignor shall be and remain liable and responsible for the keeping, performance, and observance of all the covenants, agreements, terms, provisions, and conditions set forth in the Lease on the part of Lessee and for the payment of the annual rental, additional rent, and all other sums now and/or hereafter becoming payable thereunder, expressly including, but not limited to, adjustments of rent, and any and all charges for any additional electric energy, property, material, labor, utility, or other similar or dissimilar services or materials rendered, supplied, or furnished by the Port in, to or in connection with the Premises or any part thereof, whether for or at the request of Assignor or Assignee.

5. Additional Conditions to Consent. The Port's consent is specifically conditioned upon, and shall not be effective until:

a. Assignee has documented, on terms satisfactory to the Port, compliance with Paragraph 5 (Bond or Other Surety) of the Lease, by consenting to the retention by the Port of the security previously provided by Assignor.

b. Assignee has documented, on terms satisfactory to the Port, compliance with the insurance requirements of Paragraph 15 of the Lease (Indemnification Liability Insurance).

6. No Modification. Nothing in this Consent shall be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions, or conditions in the Lease (except as expressly provided in this Consent), or to waive any breach thereof, or any rights of the Port against any person, firm, partnership, association, or corporation liable or responsible for the performance thereof, or to enlarge or increase the Port's obligations under the Lease, and all covenants, agreements, terms, provisions, and conditions of the Lease are hereby mutually declared to be in full force and effect.

7. No Further Assignment. No further assignment or sublease of the Lease shall be made without the Port's written consent, and the Port specifically reserves all of its rights under the Lease except as expressly set forth herein.

8. Applicable Law; Attorneys' Fees. This Consent shall be construed and enforced in accordance with the laws of the State of Washington. In the event either party requires the services of an attorney in connection with enforcing the terms of this Consent, the prevailing party shall be entitled to a reasonable sum for attorneys' fees, witness fees and other court costs and expenses, both at trial and on appeal.

9. Entire Agreement. This Consent shall be binding upon the parties and their respective successors and assigns. This Consent, together with the Lease, sets forth all covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the parties other than as set forth in this Consent. No subsequent alteration, amendment, change or addition to the Consent shall be binding unless reduced to writing and signed by all parties.

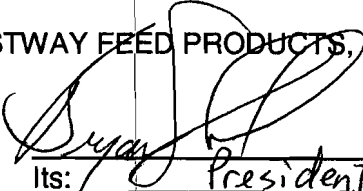
10. Captions and Article Numbers. The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent or such sections nor in any way affect this Agreement.

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

PORT OF SEATTLE

By: _____
Its: _____

WESTWAY FEED PRODUCTS, INC.

By:  _____
Its: President

FEED MERGER SUB LLC

By:  _____
Its: _____

(ACKNOWLEDGEMENT FOR PORT)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 20____, before me, personally appeared _____ to me known to be the _____ of the PORT OF SEATTLE, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the State of _____
Residing at: _____
My commission expires: _____

(ACKNOWLEDGEMENT FOR WESTWAY FEED PRODUCTS, INC.)

STATE OF TEXAS)
) ss.
COUNTY OF Harris)

On this 15 day of June, 2009, before me, personally appeared Bryan D Shoemaker to me known to be the President of Westway Feed Products the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cynthia S Schaub

Notary Public in and for the State of Texas
Residing at: Tomball
My commission expires: 2 May 2012



(ACKNOWLEDGEMENT FOR FEED MERGER SUB LLC)

STATE OF Texas)
) ss.
COUNTY OF Harris)

On this 15 day of June, 2009, before me, personally appeared Bryan D Shoemaker to me known to be the _____ of Feed Merger Sub LLC, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Cynthia S Schaub

Notary Public in and for the State of Texas
Residing at: Tomball
My commission expires: 2 May 2012

