

EXHIBIT A

THIS AGREEMENT is entered into this 1st day of DECEMBER, 1998, between HACHT SALES and MARKETING, LTD., a Michigan Corporation (hereafter "HACHT") and NINGDE PREFECTURAL FOREIGN TRADE CORPORATION, of Fujian China, and any of its related companies (hereafter "NINGDE").

THE CONSIDERATION for this Agreement is the acknowledgment by NINGDE that HACHT is responsible for its manufacturing of pork hide products, the mutual respect of each other and their desire to create new and exciting products, and their joint effort and cooperation in the sale and distribution of the existing line of pork hide products.

HACHT and NINGDE, therefore, agree as follows:

1. HACHT shall be the sole and exclusive importer and distributor in North America (the United States, Canada and Mexico) for all pork hide products (chews, rolls, sticks, bones, chips, munchies, etc.) manufactured by NINGDE.
2. HACHT agrees that it will only purchase pork hide products manufactured in China from NINGDE, and from no other manufacturer in China.
3. NINGDE agrees that the term "related companies" shall include, but not be limited to:
 - (A) any corporation, partnership, or individual who owns at least one

(1%) percent of the NINGDE PREFECTURAL FOREIGN TRADE CORPORATION;

- (B) the one (1%) percent ownership can be in the form of stock or any other ownership indicia which is considered legal under the laws of the nation of China.
- (C) any and all "related companies" shall be bound by the provisions of paragraph 1 in this Agreement.

4. In the event that NINGDE or any of its related companies receives an inquiry about any of its pork hide products from an individual or company in the United States, Canada or Mexico, it shall immediately turn the inquiry over to HACHT and inform the inquiring party that HACHT is the sole and exclusive distributor for NINGDE on its pork hide products.

5. This Agreement shall remain in full force and effect for an indefinite period of time, and may only be terminated under the following conditions:

- (A) NINGDE may terminate only if HACHT fails to produce sales volume of at least \$1,000,000 U.S. dollars after this Agreement has been in force for five (5) years.
- (B) HACHT may terminate only if NINGDE fails to supply quality merchandise and timely shipments to HACHT;
- (C) If either sub-paragraph (A) or (B) above apply, then NINGDE or HACHT may terminate this Agreement by a thirty (30) day written notice to the other party.

6. This Agreement may be enforced by injunctive relief or otherwise under the laws of the nations of China, Hong Kong or the United States of America, more particularly,

7. HACHT and NINGDE shall work together to insure a reasonable and reliable production schedule for all orders received from HACHT.

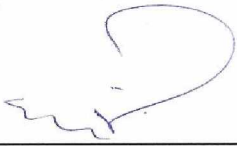
8. Any paragraph in this Agreement which is deemed invalid under the laws of the nation of China, Hong Kong, or the State of Michigan, United States of America, shall not render any of the other paragraphs herein invalid.

9. Should any problems arise under this Agreement, HACHT and NINGDE shall use their best efforts to resolve these matters quickly and amicably.

10. This Agreement shall be binding on the undersigned parties, their successors and assigns.

HACHT and NINGDE have signed this Agreement the day and year first above written.

Witnesses:




HACHT SALES and MARKETING, LTD.

by: 

JAMES R. HACHT, PRESIDENT
24010 Haggerty Road
Farmington Hills, Michigan 48335
Phone: (248) 615-4811
(248) 615-8984
Fax: (248) 615-1597
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NINGDE PREFECTURAL FOREIGN TRADE CORPORATION

by: 

Foreign Trade Bldg,
Address: Huangcheng Road, Ningde,
Fujian, China.
Phone: 0593-2873170
Fax: 0593-2869060