

BUSINESS AGREEMENT

THIS BUSINESS AGREEMENT, hereinafter called the "**Agreement**", is made and entered into this ____ day of _____, 2010, by and between **Meat Goats And Sheep, Inc** of Adair, OK 74330, hereinafter called "**Goats & Sheep**" and _____ of _____, _____, zip _____, hereinafter called "**Investor**".

GENERAL PROVISIONS

Business Purpose: The business of the Business Agreement shall be as follows: "**Investor**" will fund (\$_____) to buy up to _____ Feeder Goats and Sheep (40 to 60 pound Kid Goats and Lambs) to be fed and cared for by "**Goats & Sheep**" until they can be sold for profit in December 2010 or March/April 2011.

Term of the "Agreement" This Business Agreement shall commence on _____, 2010 and shall continue in existence until terminated, liquidated, dissolved by law, or, as hereinafter provided.

OBLIGATIONS OF THE PARTIES TO THIS BUSINESS AGREEMENT

"Goats & Sheep" is responsible for all operations and decisions of the "**Agreement**" pertaining to:

- (1) Purchasing the goats and sheep with funds furnished by "**Investor**".
- (2) Transporting the animals to the "**Goats & Sheep**" farm, located near Adair, OK.
- (3) Feeding and caring for the health and protection of the animals, (see Exhibit A).
- (4) Monitoring and recording monthly weight gain of approximately 10% of the animals to determine and adjust feeding protocols; and pay all expenses and costs estimated in, (see Exhibit A).
- (5) Record all daily costs in Quick Books and Excel computer programs, including death loss data and the above mentioned weight gain data, etc.
- (6) Furnish monthly reports of above mentioned data and information from Quick Books and Excel to "**Investor**".
- (7) Determine the best time to sell the animals to a buyer (probably a slaughter house) for the maximum profit.
- (8) Arrange said sale and furnish documents of the sale to "**Investor**".
- (9) Give an account to "**Investor**" of the total costs incurred during the term of the Agreement.
- (10) When the animals are sold, "**Investor**" will first receive its investment returned in full (\$_____).
- (11) Make a final accounting for the Agreement, and pay to "**Investor**" the investment of \$_____ and (____%) of the net profit of the Agreement, pro-rated for the _____ Goats and Sheep paid for by "**Investor**".

ADDITIONAL AGREEMENTS:

- (1) "**Investor**" will make funds (\$_____) available immediately to "**Goats & Sheep**" in the form of a check or wire transfer to "Goats & Sheep" bank account (Wire \$_____ to: Red Crown Credit Union, Tulsa Oklahoma, #303986148 for the account of Meat Goats And Sheep, Inc, #24603.) for purchase of said goats and sheep. "**Investor**" will retain exclusive ownership of the animals at all times.
- (2) All of the funds (\$_____) provided by "**Investor**" shall be used exclusively for any purpose of said Agreement.

RIGHTS AND DUTIES OF THE AGREEMENT:

- (1) "**Goats & Sheep**" shall have full, exclusive and complete authority and discretion in the management and control of said business for the purposes herein stated and shall make all decisions affecting the operation of the Business Agreement. As such, any action taken shall constitute the act of, and serve to bind, the "**Agreement**".
- (2) "**Goats & Sheep**" shall manage and control the affairs of the Business Agreement to the best of its ability and shall use its best efforts to carry out the business of the "**Agreement**".
- (3) "**Investor**" shall not participate in or have any control over the operation of the Joint Venture, nor shall it have any authority or right to act for or bind the Business Agreement.

AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES

Validity of Transactions. Affiliates of "**Goats & Sheep**" may be engaged to perform services for the Business Agreement. The validity of any transaction, agreement or payment involving the Business Agreement, and any Affiliates of "**Goats & Sheep**" are permitted by the terms of this "**Agreement**".

Other Business of the Parties to this Agreement. The parties to this "**Agreement**" and their respective Affiliates may have interests in businesses other than the Business Agreement business. The Business Agreement shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with the Business Agreement, such business interests shall not be deemed wrongful or improper.

INDEMNIFICATION OF THE PARTIES

The parties to this "**Agreement**" shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Business Agreement, and such course of conduct did not constitute negligence or misconduct.

DISSOLUTION

Events of the Business Agreement. The Business Agreement shall be dissolved upon the happening of any of the following events:

- (a) The adjudication of bankruptcy, filing of a petition pursuant to a Chapter of the Federal Bankruptcy Act, withdrawal, removal or insolvency of either of the parties.
- (b) The sale or other disposition, not including an exchange of all, or substantially all, of the Business Agreement assets. This is anticipated to occur by April 30, 2011 when all of the animals are to be sold for profit.
- (c) Mutual agreement of the parties.

MISCELLANEOUS PROVISIONS

Books and Records. "**Goats & Sheep**" shall keep books and records at its place of business, setting forth a true and accurate account of all business transactions in connection with, the conduct of the Business Agreement.

Validity. In the event that any provision of this "**Agreement**" shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this "**Agreement**".

Integrated Agreement. This "**Agreement**" constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for.

Headings. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof.

Notices. All notices required or permitted here under shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice.

Applicable Law and Venue. This Agreement shall be construed and enforced under the laws of the State of Oklahoma

Other Instruments. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

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

"Investor" _____
Signature

Street Address _____ City _____ State _____ Zip _____

Meat Goats and Sheep, Inc by Frank Willis, Pres _____

5401 N 435 Rd _____ Adair _____ OK _____ 74330
Street Address _____ City _____ State _____ Zip _____

To apply for a purchase of _____ goats & sheep from Meat Goats & Sheep, Inc. simply complete this form and mail it, along with your check or cashiers check, to Meat Goats & Sheep, Inc.; 5401 N 435 Rd; Adair, OK 74330

Enclosed is \$_____.00 for a Business Agreement with Meat Goats & Sheep, Inc.; Please issue my Business Agreement for _____ Goats & Sheep and mail to:

Name _____

Address _____

City, St Zip _____