200_ GRAPE PURCHASE AGREEMENT

& WINERIES &

This 200_ Grape Purchased Agreement (hereinafter, “Agreement”), is made and entered into this day of June, 200_ between _______________Winery and Vineyards, LLC a limited liability company (hereinafter “LLC”), and _______________ , a corporation (hereinafter Grower ) and ___________________, (hereinafter “Parties”) are entitled, duly organized, validly existing, and in good standing under the laws of the jurisdiction under which they are organized.

WITNESSETH:

1) The Nature of Agreement. _______________ agrees to sell to _______________ and agrees to purchase from _______________ grapes in the quantity and manner described herein. Specific schedules for quantities, pricing and vineyard location are incorporated into this Agreement by way of attached Exhibits as follows:

EXHIBIT “A”: Term and Quantity Schedule

2) Term of Agreement. The term of this Agreement shall be for the 200_ harvest. The quantity of grapes subject to this Agreement is described in Exhibit “A”.

3) Responsibilities of the Parties. _______________ shall be responsible and shall direct the operation of its labor and equipment at the vineyards in all respects and shall determine the method, means and manner of performance.

4) Pricing. The grape price per ton to be paid by _______________ shall be $0,000.00 per ton on an F.O.B. winery basis.

LLC shall pay all taxes and assessments applicable to its owned property, _______________ will arrange and pay for the own hauling to _____________________________________________.

5) Title Transfer. It is expressly agreed that upon acceptance of grapes by _______________, title to such grapes shall immediately pass to _______________. _______________ represents that it has not sold or contracted to sell to any other party the grapes herein sold to _______________, and that it will not cause nor permit any lien or encumbrances on or against said grapes except for the liens and encumbrances granted herein. _______________ hereby grants _______________ a security interest and any applicable statutory lien in any such grapes or resulting juice and wine until any amounts owed to _______________ by _______________ hereunder are paid in full.
6) Payment. For any amounts due ________________ by ________________, as a result of this Agreement or any other agreements between ________________________ and ________________, such amounts shall be due and payable upon delivery of products or services as follows:

<table>
<thead>
<tr>
<th>Percent</th>
<th>Due</th>
<th>Date Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td></td>
<td>Thirty days from Delivery</td>
</tr>
</tbody>
</table>

In the event that _______________ fails to pay any amounts for grapes delivered to and accepted by ___________________ according to the terms of this Agreement within fifteen (15) days of the scheduled date, _______________ may elect to collect a Late Payment equal to one percent (1%) per month on the outstanding balance owed for each successive month of delinquency. Upon the failure of _______________ to pay any delinquency in payment due _______________ thereunder within ten (10) days after written notice by _______________ specifying the nature and amount of such delinquency, _______________ may, at its sole discretion, terminate this Agreement.

7) Warranty of Grapes Standards. Grower warrants that all grapes delivered under this Agreement shall have been produced from the variety and appellation, represented, free from commercial defects, in good merchantable condition, and said grapes shall be suitable for crushing, at the state of maturity _______________ specifies in this Agreement; and shall fully comply with all Federal, State and Local laws and regulations, and at the time and at the point of delivery are not adulterated or misbranded under the meaning of the Federal Food, Drug, and Cosmetic Act, or regulations issued thereunder, and not an article which may not, under the provisions of Section 404 or Section 505 of this Act, be introduced into interstate commerce; and that there are not, in or on said grapes, pesticide residues prohibited by, or in excess of tolerances established by the Environmental Protection Agency or the Federal Food, Drug, and Cosmetic Act, or regulations issued thereunder.

____________________ will send a copy of that year’s State of Oklahoma Grower Pesticide Use Report and /or Pesticide Applicator Use Report for the vineyard(s).

8) Warranty of Grape Planting and Vineyard Modification. _______________ Warrants that the vineyard shall be cultivated in accordance with good prevailing vineyard practices.

9) Inspection/Access. During the term of this Agreement, _______________ representatives shall have the right to enter _______________, during normal business hours upon notification of their arrival, for the purpose of inspecting, testing, or observing the harvest and delivery of any such contracted grapes.

10) Picking and Delivery. _______________ shall test grapes for maturity and provide results of such tests to _______________ shall agree on a specific day for harvesting.
11) Failure to Perform Due to Certain Causes. In event either party is compelled to reduce or suspend its operations or cease performance of its obligations thereunder because of the passage hereafter of any laws or regulations, or because of any legal or administrative proceedings of any government or government agency, court or administrative agency order, strikes, boycotts, lockouts, other labor disturbances, interruption of power, temporary or catastrophe, or crop failure or shortage as a result of uncontrollable actions of the elements, then the party so affected shall, while so affected, be relieved and extent thus prevented from performing its obligations thereunder. In such event, such party shall take all reasonable measured to remove the disability, if possible, and resume full performance thereunder at the earliest possible date.

12) Relationship of the Parties. It is understood, agreed, and intended by the parties that in performing this Agreement, the parties agree each separately and independently carrying out their respective business, that the Agreement does not and shall not create or constitute a partnership or joint venture between them, or a principal-agent relationship, and that each shall be as to each other an independent contractor and not an employer-employee. This Agreement shall at all times be read, interpreted and applied in accordance with that intent.

13) Amendment. Any changes to this Agreement that may be reasonably required to carry out the understanding and intent of the parties shall be promptly embodied in a supplement or amendment to this Agreement to be signed by both parties.

14) Notices. Any notices, which are required to be sent or permitted to be given to another party under this Agreement, shall be in writing and shall be sent by U.S. mail to the recipient party at the address shown below. Notices are effective upon receipt.

Buyer Seller

15) Waivers. No failure or omission by either party to insist upon or enforce any of the terms hereof shall be deemed a waiver of such terms unless the same shall be in writing and signed by the waiving party. Waiver of the term or default at any time shall be deemed a waiver of any other term or default, or of the same term or default at another time.

16) No Assignment. This Agreement may not be assigned or transferred, whether voluntarily or by operation of law, in whole or in part, by either of the parties, without the prior written consent of the other. Any purported assignment or transfer without such consent shall be null and void at the option of the non-assigning party. Notwithstanding the foregoing, and/or may assign and transfer this Agreement (without releasing the transferring party from its obligations thereunder, unless consented to by the releasing party) to any parent or subsidiary of a party to this Agreement which shall agree in writing to assume all of the obligations of such party. Either party may assign any rights to payment, which may accrue, to it thereunder to any bank or financial institution.
17) Time. Time is of the essence of this Agreement and each and every provision thereof.

18) Article Headings. The titles contained in article headings of this Agreement are merely for ease and are not intended to give notice of all the manner in the articles following such titles. Said titles do not constitute any part of this Agreement and are not considered in its interpretation.

19) Severability of Agreement. If any part or parts of this Agreement are found to be illegal or unenforceable, the remainder shall be considered severable, shall remain in full force and effect, and shall be enforceable.

20) Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, and be subject to the laws of the State of ________.

21) Arbitration of Disputes. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding judicial arbitration in __________, _______ or in some other Oklahoma city agreed to by the parties before a single arbitrator in accordance with the provisions of the Oklahoma CCP 1141.10-1141.32 and Oklahoma Rules of Court 1600-1617.

22) Entire Agreement. This Agreement constitutes the complete agreement between the parties hereto with respect to the subject matter hereof, and no representations of understandings other than those herein expressed shall add to, vary or modify the Agreement between the parties with respect to the subject of this Agreement unless such addition, variance or modification is made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officer, have set their hands hereunto the day and year first herein above written.

By: ___________________ Title: ___________________ Date: ___________________

By: ___________________ Title: ___________________ Date: ___________________

________________________________________

This Agreement is not valid unless signed or countersigned by the ______ officer or duly authorized agent of ________ with all such signatures being executed within thirty (30) days of the date shown above.
EXHIBIT “A”

200_ GRAPE PURCHASE AGREEMENT

Term and Quantity Schedule

Quantities for the 200 harvest shall be as follows:

Variety and Sugar Level

<table>
<thead>
<tr>
<th>Variety</th>
<th>Tons</th>
<th>Target Brix Range</th>
<th>Target Acid Range</th>
<th>Target pH Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Production</td>
<td>22.5 to 25.0</td>
<td>0.6-1.0</td>
<td>3.0-3.4</td>
<td></td>
</tr>
</tbody>
</table>

Date:____________

Initials:____________