

EXHIBIT B

AGREEMENT

THIS AGREEMENT is entered into this 31 day of May, 2005 between HACHT SALES and MARKETING, LTD., a Michigan Corporation (hereafter "HACHT") and XIAPU ORIENT PET AND LEATHER PRODUCTS CO., LTD., of Fujian China, and any of its related companies (hereafter "XIAPU").

WHEREAS XIAPU wishes to manufacture certain pork hide products which HACHT desires to purchase; and

WHEREAS each of the parties desire to create new and exacting products through their joint effort and cooperation in the sale and distribution of the existing line of pork hide products.

In exchange for the agreements contained herein, HACHT and XIAPU, 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 (pet chews, rolls, sticks, bones, chips, munchies, and related products referred to as the "Pork Products") manufactured by XIAPU.

2. HACHT agrees that it will only purchase Pork Products manufactured in China from XIAPU, and from no other manufacturer in China.

3. XIAPU agrees that it will exclusively sell the Pork Products for distribution and sale in North America to HACHT.

4. XIAPU 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 XIAPU ORIENT PET AND LEATHER PRODUCTS CO., LTD., and/or are in a similar business of XIAPU and has substantially similar management with XIAPU.
- (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.

5. In the event that XIAPU or any of its related companies receives an inquiry about any of its Pork 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 XIAPU of its Pork Products in North America.

6. This Agreement shall remain in full force and effect for an initial term of ~~ten~~ ^{ten} years and shall automatically renew for successive one year terms, and may only be terminated under the following conditions:

- (A) XIAPU may terminate only if HACHT fails to produce sales volume of at least ~~\$1,000,000~~ ³ \$1,000,000 US dollars after this Agreement has been in force for five (5) years.
- (B) HACHT may terminate if XIAPU: 1) fails to supply quality Pork Products and/or 2) fails to make competitively priced timely

shipments to HACHT; and/or 3) violates the exclusivity provision set forth in Section 3 above.

(C) If either sub-paragraph (A) or (B) above apply, then XIAPU or HACHT may terminate this Agreement by a thirty (30) day written notice to the other party.

(D) Either party may terminate for any reason or no reason upon 180 days notice after the expiration of the initial ~~twenty~~ ^{Ten} year term. *Full*

7. 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.

8. HACHT and XIAPU shall work together to insure a reasonable and reliable production schedule for all orders.

9. 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.

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

11. The parties agree that HACHT will be irreparably damaged by any breach of this Agreement. Therefore, HACHT and XIAPU agree that, in addition to any other remedy, for each violation of this Agreement by XIAPU involving any sale of Pork Product in violation of Paragraph 3 above, XIAPU agrees for each and every such sale to promptly pay HACHT damages in an amount equal to the greater of fifteen (15%) percent of the violating sale price or Ten Thousand (\$10,000) U.S. Dollars.

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

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

Witness:

HACHT SALES and MARKETING, LTD.

by: 
JAMES R. HACHT, PRESIDENT
24010 Haggerty Rd.
Farmington Hills, Michigan 48335
Phone: (248) 615-4811
(248) 615-8984
Fax: (248) 615-1597
email address: sales@prestigepet.com

XIAPU ORIENT PET AND LEATHER PRODUCTS CO., LTD.

by: _____

Its: President
Address:

Phone:
Fax:

XIAPU ORIENT PET AND LEATHER PRODUCTS CO., LTD.

by: _____

XIE HUAIEN
Its: Manager
Address:

Phone:
Fax:

高 義

