

SINGLE-MOO MILK COW BOARDING CONTRACT

THIS AGREEMENT is made and entered into to be effective as provided herein by and between _____, (herein called “Herd Share Owner” or “Owner”), and HELIOS FARMS LLC (herein called “Helios Farms”), whose registered address is 965 NW Wild Rose Dr., Corvallis OR, and which owns and boards cows at leased farm properties in Oregon.

RECITALS

A. Helios Farms has divided its herd of Single-Moo milk cows into a number of shares and has sold one or more of those herd shares (herein called “the Cows”) to Herd Share Owner.

B. Helios Farms is the lessee or owner of various dairy facilities in Oregon and is skilled at sheltering, caring for, handling, and milking cows and delivering the milk.

C. Herd Share Owner has arranged with Helios Farms to use its facilities and labor for boarding and milking the Cows.

D. Owner (together with the Owners of all the interests in the Cows who are each entering into an agreement with Helios Farms substantially similar to this one) desires to board the Cows with Helios Farms and to have Helios Farms care for and milk the Cows, and Helios Farms desires to assume all the desired boarding obligations.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the recitals and the mutual obligations contained in this Agreement, the parties agree as follows:

1. Definitions: In addition to other terms defined in this Agreement, for purposes of this Agreement, the terms:

A. "Helios Farms" shall mean Helios Farms LLC who will have possession of: feeding, maintaining and caring for the Cows, milking the Cows and preparing the production of milk from the Cows for pick up by Owner or their agent(s).

B. "Boarding" shall mean having possession of: feeding, maintaining and caring for the Cows, milking the Cows, bottling and otherwise preparing the production of milk from the Cows as directed and for pick up by Owner or their agent(s).

C. "Cow Agreement" shall mean this agreement. "Cow Agreements" shall mean collectively this Agreement and all of the other agreements substantially similar to this one signed by all the Owners of interests in the Cows.

D. "Cow Owners" shall mean collectively all of the Owners of the Cows.

E. "Owner's Percentage Interest" shall mean Owner's total shares in the herd divided by the total number of shares sold.

F. "Single-Moo Milk" is milk produced and bottled using a process designed to ensure that each bottle contains only one cow's milk. The process includes labeling the milk so that each bottle is traceable back to the cow that produced it and the date and time that it was produced.

2. Delivery of Cows for Boarding. Upon the execution of Cow Agreements the ownership of the Cows is transferred to the Owners according to their interest. The Cows will remain in possession of Helios Farms. Each Owner can arrange time to visit the Cows at Helios Farms.

3. Boarding and Bottle Fees. For boarding the Cows, Owner shall pay to Helios Farms a uniform monthly boarding fee equal to \$15 per share of the Cows owned by Owner. The first and last month's boarding fee is being paid with the execution of this Agreement. Thereafter, the uniform boarding fee shall be paid by Owner to Helios Farms, in advance, on or before the first day of each month during the time this Agreement is in effect. The parties agree the amount of the uniform boarding fee is a fair and reasonable charge equal to the actual average costs to be incurred by Helios Farms for its services to be provided to Owner under this Agreement. Each year, in advance, the Owner shall pay to Helios Farms a bottle fee equal to \$10 per share.

4. Shares of Milk.

A. Owner shall be entitled to receive the milk production from Owner's interest in the Cows. The Owner designates Helios Farms to manage and level the milk production to ensure that the Owner shall receive an average of one-half gallon of milk per week for each share owned. Any excess milk shall be given to Helios Farms to freely use and share, and Helios Farms will in turn provide milk from its own stores as needed to level the delivery quantity to one half gallon per share.

B. Owner shall pick up Owners' share of milk production at Helios Farms facilities or designated drop offs at least one time per week (or more frequently if Helios Farms determines that to be necessary to preserve the milk for the Owners) at times to be specified by Helios Farms; provided, that Helios Farms shall make every reasonable effort to make those times convenient for the Owners by soliciting comments on scheduling from the Owners.

C. Any Owner may temporarily forfeit any portion of Owner's share of production from the Cows. Forfeited shares will be held by Helios Farms.

5. Calves and other products. Owner agrees that calves born to the Cows are the property of Helios Farms. Colostrums, fertilizer, and any products other than milk produced by the Cows while boarded at Helios Farms are the property of Helios Farms.

6. Duties of Helios Farms. In addition to any other duties provided in this Agreement, Helios Farms shall have the following duties in connection with the boarding of the Cows:

A. To receive the Cows for boarding at the designated Helios Farms facility and to provide any other reasonable services required for in this Agreement or requested by the Owners;

B. To maintain and care for the Cows using sound practices in accordance with the health standards and operating standards described in the book the Single-Moo Milk-Cow Care and Production Standards available at Helios Farms locations;

C. To manage the Cows for and on behalf of the Owners and to acquire and replace cows as shall be necessary to maintain the health and productive capacity of the Cows;

D. To pay all expenses for maintaining and caring for the Cows as required above;

E. To provide reports to Owner as shall be appropriate to apprise Owner of the condition of the Cows and any other information that will be useful to Owner

regarding the health and performance of the Cows with respect to Owner's interest in the Cows.

7. Special Services. In addition to the uniform boarding fee provided for in this agreement, should Owner request Helios Farms to perform any special services beyond the boarding and milking required under this Agreement, Helios Farms and Owner shall agree as to the amount of additional charges, if any, to be paid by Owner to Helios Farms for the special services.

8. Duties of Owner. In addition to any other duties provided in this Agreement, Owner or their agent(s) shall have the following duties in connection with the boarding of the Cows:

A. To visit the Cows at the boarding facility and attend the milking and processing presentation conducted by Helios Farms;

B. To review and approve the care practices for the Cows and milk processing;

9. Owner Certification. Owner certifies under penalty of perjury that he/she is not a government agent, informant, contractor or other party that is trying to entrap or hurt Helios Farms or any of its owners, members, employees, contractors, outlets, drop sites, or agents in any way. Owner shall hold Helios Farms harmless and shall indemnify Helios Farms from any and all losses, costs, claims, damages, actions, causes of action, demands or liabilities including reasonable attorney's fees, arising in any way whatsoever because of a breach of the provisions of this Section.

10. No Sales of Milk. Helios Farms and Owner acknowledge that the sale of raw milk may, at any time, be prohibited by the State of Oregon. Under no circumstances shall either Helios Farms or Owner transfer the ownership or possession of any raw milk production from the Cows in any transaction that would constitute a sale of milk in violation of the statutes of the State of Oregon. Helios Farms and Owner each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties which are incurred by the other because of a breach of the provisions of this Section by the indemnifying party. Under no circumstances can the acquisition of any Owner's share of the milk production be construed to be a sale. An Owner cannot buy from himself what he already owns.

11. Lien for Charges; Enforcement.

A. Helios Farms shall timely pay all expenses resulting from boarding and other charges resulting from the boarding and care of the Cows. Owner shall have, and Helios Farms specifically grants to Owner, a lien and security interest in their interest of the Cows for all unpaid boarding and other charges resulting from the boarding and care of the animals, bottles, supplies, and other services.

12. Ownership; Transfer.

A. Owner specifically represents and warrants to Helios Farms that Owner holds the interest in the Cows described in the recitals and has acquired the interest in the Cows for Owner's own use and benefit.

B. Owner must offer Helios Farms the first option to purchase shares back from Owner. Failure to pay, upon demand by Helios Farms, any fees due in association with this agreement or the associated bill of sale will transfer share ownership to Helios Farms.

C. Owner shall not transfer or assign any rights or interests in the Cows without the prior written consent of Helios Farms, which consent shall not be unreasonably withheld, and without the transferee or assignee having entered into a Cow Agreement covering the interest being transferred or assigned prior to or contemporaneously with the transfer or assignment.

D. Helios Farms shall at no time and under no circumstance sell or exchange any of Helios Farms' interest in the production from the Cows and shall at all times use the Helios Farms' share of production for Helios Farms' own use.

E. Because all of the Cow Agreements are interdependent and cannot function without all interests in the Cows being covered by them, notwithstanding the foregoing, if any court orders a transfer or assignment of an interest in a proper cause of action, the Court is requested to make the transfer or assignment subject to the terms of a Cow Agreement with respect to the transfer or assignment being ordered by the Court.

13. Liability.

A. Owner shall not be liable to Helios Farms for any loss of or damage to the Cows or for anything resulting from the care and maintenance of the Cows by Helios Farms or from handling of production from the Cows.

B. Owner shall not be liable for any sickness, death, loss or damage from the production of raw milk produced by Helios Farms and picked up by Owners of the Cows.

14. Damage Claims. In the event that either party to this agreement, Helios Farms or Owner, seeks to assert any claim against the other party for any reason in connection with this Agreement or the activities of the other party under it, Helios Farms or Owner must file a written claim with the other party stating the nature of the claim and the amount of relief sought within one hundred eighty (180) days after Helios Farms or Owner becomes aware of the circumstances giving rise to the claim. Unless Helios Farms or Owner files the claim within the prescribed time, Helios Farms or Owner waives any and all right that each may have against the other party for any liability arising under this Agreement.

15. Arbitration of Disputes. All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing a demand in writing with the other party within one hundred eighty (180) days after the dispute first arises. Thereafter, the arbitration shall be conducted by three arbitrators (one appointed by Helios Farms, one by Owner, and a third by the other two arbitrators) in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay the party's own costs in connection with the arbitration, and costs of the arbitrators shall be paid in equal amounts by the parties.

16. Effective Date; Termination.

A. This Agreement shall be effective upon the day following the execution of this Agreement.

B. This Agreement shall continue until terminated by either party pursuant to subsection 17.A below. Owner will take no actions which would involve the sale of milk from the Cows in contravention of a Cow Agreement or the laws and applicable regulations of the State of Oregon.

17. Termination.

A. This agreement may be terminated by Owner by stopping payments to Helios Farms. Upon termination, Helios Farms is not obligated to refund any share ownership or boarding fees.

B. This agreement may be terminated by Helios Farms upon thirty (30) days notice to Owner so long as Helios Farms shall terminate all the Cow Agreements for the Cows at the same time or has found a replacement Cow Agreement to succeed this Agreement.

C. This Agreement may be terminated by Helios Farms (a) if Helios Farms together with other Owners having Cow Agreements which together cover a majority of the interests in the Cows notify Owner of the termination of the Cow Agreements within a period of twenty (20) days of each other; (b) or Helios Farms has found another person who is acceptable to Owner who acquires Helios Farms' interests in the Cows and signs a Cow Agreement substantially the same as this one.

D. Upon termination of this Agreement pursuant to subsections 17.A, 17.B, and 17.C above, with or without a replacement Cow Agreement being signed, transfer of ownership of the Cows will be to Helios Farms.

18. Force Majeure. Notwithstanding anything to the contrary in this Agreement, Helios Farms and Owner shall not be responsible for any delay or failure of its performance under this Agreement if the delay or failure is caused by any matter beyond the control of either party including, but not limited to, an illness in the Cows not caused

by a breach of Helios Farms' duties under this Agreement and which Helios Farms has promptly taken steps to have treated or corrected, death of the Cows which does not result from a breach by Helios Farms of its duties under this Agreement, government regulations, public emergency or necessity, legal restrictions, labor disputes and actions related thereto, riot, war, insurrection; windstorms, rainstorms, snowstorms, floods or other acts of God.

19. Miscellaneous.

A. Construction. When necessary for proper construction, the masculine of any word used in this Agreement shall include the feminine and neuter gender, the singular, the plural, and vice versa.

B. Governing Law. This Agreement is being executed and delivered in the State of Oregon and shall be construed in accordance with and governed by Common Law associated with sovereign citizens first and the laws of such state second.

C. Captions. The captions of sections and subsections contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.

E. Waiver. No assent or waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding breach.

F. Incorporation by Reference. All schedules, exhibits and attachments referred to in this Agreement are incorporated by reference and made a part of this Agreement.

G. Assignment. This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date described above.

Helios Farms LLC:

Herd Share Owner:

By

By

(Signature)

(Print Name)

(Title)

Date: _____

(Print Name)

(Date)

(telephone for delivery texts)

(email address)

Address:

Drop point:

First payment due is equal to the first and last month's share and boarding fees plus a \$10 bottle fee per share. So the total first payment due is equal to \$70 per share.

BILL OF SALE

(Interest in Helios Farms Herd of Dairy Cows)



Helios Farms, the registered address of which is 2077 Skelly South Rd., Yoncalla, OR 97499 ("Seller"), for and in consideration of the sum of \$15 per month per share and other good and valuable consideration to it in hand paid, at or before the ensembling or delivery of this instrument and each month thereafter by

_____ whose address is _____ ("Buyer"), the initial receipt and sufficiency of which is hereby acknowledged, has bargained and sold, and by these presents does grant and convey unto the Buyer, his/her personal representatives, successors and assigns, the following property, goods and chattels, to wit:

An interest of _____ () Shares in the herd of Single-Moo milk cows located at 2077 Skelly South Rd., Yoncalla, OR 97499.

TO HAVE AND TO HOLD the same unto the Buyer, his/her personal representatives, successors and assigns, for as long as Buyer holds their present SINGLE-MOO MILK COW BOARDING CONTRACT with Helios Farms LLC. The Seller covenants and agrees to and with the Buyer, his/her personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of the interest in the property, goods and chattels, against all and every person or persons whomever.

IN WITNESS WHEREOF, on _____ the Seller is in receipt of the first and last month's fee for each share and has executed this Bill of Sale.

Helios Farms LLC:

Theodore J Wadman, Manager

LIVESTOCK BOARDING AGREEMENT

THIS AGREEMENT is made and entered into to be effective as provided herein by and between _____, (herein called "Farm Share Owner"), and HELIOS FARMS LLC (herein called "Helios Farms"), whose registered address is 2077 Skelly South Rd, Yoncalla, OR.

RECITALS

- A. Helios Farms owns and boards and raises Livestock (cattle, poultry, hogs, and other livestock), to the benefit of Farm Share Owner, on owned and leased pastures in Oregon.
- B. Helios Farms divides flocks of live poultry raised for meat into shares according to a schedule maintained in the company accounting records and available to Farm Share Owner upon request.
- C. Helios Farms divides flocks of egg-laying hens into shares according to a schedule maintained in the company accounting records and available to Farm Share Owner upon request.
- D. Helios Farms divides large animals (beef cattle, hogs, and other large animals raised for meat) into halves or quarters, with each half or quarter being one share recorded in a schedule maintained in the company accounting records and available to Farm Share Owner upon request.
- E. Helios Farms makes shares of Livestock available for purchase by Farm Share Owners and prospective Farm Share Owners.
- F. Helios Farms is the lessee and owner of various lands in Oregon and is skilled at managed grazing, feeding, sheltering, caring for, handling, harvesting, and processing livestock to optimize livestock health and the nutritional content of meat and eggs produced by the animals for human consumption.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the recitals and the mutual obligations contained in this Agreement, the parties agree as follows:

1. Definitions: In addition to other terms defined in this Agreement, for purposes of this Agreement, the terms:

A. "Helios Farms" shall mean Helios Farms LLC who will have possession of: feeding, maintaining and caring for the Livestock for pick up by meat and/or egg Livestock Farm Share Owners or their agent(s).

B. "Livestock" shall mean live meat or egg producing animals including but not limited to chickens, turkeys, cattle, and hogs.

C. "Boarding" shall mean having possession of, feeding, maintaining and caring for the Livestock, collecting the eggs, managing the slaughter and processing of the animals and eggs as directed by Farm Share Owner, in accordance with applicable State regulations, and for pick up by Farm Share Owners or their designated agent(s).

D. "Livestock Share Agreement" shall mean this agreement in combination with bill(s) of sale for Livestock. "Livestock Share Agreements" shall mean collectively this Agreement and all of the other agreements substantially similar to this one signed by all the Farm Share Owners of interests in the Livestock.

D. "Livestock Farm Share Owners" shall mean collectively all of the Farm Share Owners of the Livestock.

E. "Farm Share Owner's Percentage Interest" shall mean Farm Share Owner's total shares in the Livestock divided by the total number of shares as maintained in the company accounting records.

2. Delivery of Livestock for Boarding. Upon the execution of Livestock Agreement the Farm Share Ownership of the Livestock is transferred to the Farm Share Owners according to their interest documented in the company accounting records. The Livestock will remain in possession of Helios Farms and Helios Farms, at its sole discretion, may also be a Farm Share Owner of some interest. Each Farm Share Owner can arrange time to visit their Livestock at Helios Farms.

3. Boarding Fees. For boarding the Livestock, Farm Share Owner shall pay to Helios Farms a uniform monthly boarding fee equal to the monthly price per share of the Livestock owned by Farm Share Owner. The first month's boarding fee is being paid with the execution of this Agreement. Thereafter, the uniform boarding fee shall be paid by Farm Share Owner to Helios Farms, in advance, on or before the first day of each month during the time this Agreement is in effect. The parties agree the amount of the uniform boarding fee is a fair and reasonable charge by Helios Farms for the boarding services provided to Farm Share Owner under this Agreement. Fees may be paid in advance in any amount, up to one-year in advance. Fees paid are non-refundable.

4. Shares of meat and/or eggs.

A. Farm Share Owner shall be entitled to receive the meat and/or egg production from Farm Share Owner's interest in the Livestock. The meat and/or egg production attributable to Farm Share Owner's interest shall be as specified in the Livestock Shares Order Form with this agreement and the farm share invoice maintained in the company accounting records.

B. Farm Share Owner or Farm Share Owner's designated agent shall pick up Farm Share Owners' share of meat and/or egg production at Helios Farms drop points or facilities at times to be specified by Helios Farms; provided, that Helios Farms shall make every reasonable effort to make those times convenient for the Farm Share Owners by soliciting comments on scheduling from the Farm Share Owners.

C. Any Farm Share Owner may temporarily forfeit any portion of Farm Share Owner's share of production from the Livestock. Forfeited shares may, at Helios Farms discretion, be distributed evenly amongst non-forfeiting Farm Share Owners.

5. Offspring and other products. Farm Share Owner agrees that all offspring of the Livestock are the property of Helios Farms. Manures, pelts, wool or fur, and any products other than meat and/or egg produced by the Livestock while boarded at Helios Farms are the property of Helios Farms.

6. Duties of Helios Farms. In addition to any other duties provided in this Agreement, Helios Farms shall have the following duties in connection with the boarding of the Livestock:

A. To receive the Livestock for boarding at the designated Helios Farms facility and to provide any other reasonable services required for in this Agreement or requested by the Farm Share Owners;

B. To maintain and care for the Livestock using sound practices in accordance with Helios Farms Meat and/or Egg Livestock Care and Production Standards maintained at the company office;

C. To manage the Livestock for and on behalf of the Farm Share Owners and to acquire and replace Livestock as shall be necessary to maintain the health and productive capacity of the Livestock. Any replacement of Livestock is documented in the company accounting records, and available to Farm Share Owner upon request;

D. To pay all expenses for maintaining and caring for the Livestock as required above;

E. To provide reports to Farm Share Owner as shall be appropriate to apprise Farm Share Owner of the condition of the Livestock and any other information that will be useful to Farm Share Owner regarding the health and performance of the Livestock with respect to Farm Share Owner's interest in the Livestock.

7. Special Services. In addition to the uniform boarding fee provided for in this agreement, should Farm Share Owner request Helios Farms to perform any special services beyond the boarding and meat and/or egg production required under this Agreement, Helios Farms and Farm Share Owner shall agree as to the amount of additional charges, if any, to be paid by Farm Share Owner to Helios Farms for the special services.

8. Duties of Farm Share Owner. In addition to any other duties provided in this Agreement, Farm Share Owner or their agent(s) shall have the following duties in connection with the boarding of the Livestock:

A. To visit the Livestock at the boarding facility and attend the meat and/or egg processing presentation conducted by Helios Farms;

B. To review and approve the care practices for the Livestock and meat and/or egg processing described in Helios Farms Meat and/or Egg Livestock Care and Production Standards;

9. Farm Share Owner Certification. Farm Share Owner certifies under penalty of perjury that he/she is not a government agent, informant, contractor or other party that is trying to entrap or hurt Helios Farms or any of its Farm Share Owners, members, employees, contractors, drop points, outlets, or agents in any way. Farm Share Owner shall hold Helios Farms harmless and shall indemnify Helios Farms from any and all losses, costs, claims, damages, actions, causes of action, demands or liabilities including reasonable attorney's fees, arising in any way whatsoever out of this certification.

10. No Sales of Meat or eggs. Helios Farms and Farm Share Owner acknowledge that the sale of meat or eggs may, at any time, be prohibited by the State of Oregon. Under no circumstances shall either Helios Farms or Farm Share Owner transfer the Farm Share Ownership or possession of any meat and/or egg production from the Livestock in any transaction that would constitute a sale of meat or eggs in violation of the statutes of the State of Oregon. Helios Farms and Farm Share Owner each agrees to indemnify and hold the other harmless for any liability, loss, damage, expense or penalties which are incurred by the other because of a breach of the provisions of this Section by the indemnifying party. Under no circumstances can the acquisition of any Farm Share Owner's share of the meat and/or egg production be construed to be a sale. A Farm Share Owner cannot buy from himself what he already owns.

11. Lien for Charges; Enforcement.

A. Helios Farms shall timely pay all expenses and other charges resulting from the boarding and care of the Livestock. Farm Share Owner shall have, and Helios Farms specifically grants to Farm Share Owner, a lien and security interest in their interest of the Livestock for all unpaid boarding and other charges resulting from the boarding and care of the animals, feeds, supplies, and other services.

12. Farm Share Ownership; Transfer.

A. Farm Share Owner specifically represents and warrants to Helios Farms that Farm Share Owner holds the interest in the Livestock described in the recitals and has acquired the interest in the Livestock for Farm Share Owner's own use and benefit.

B. Farm Share Owner must offer Helios Farms the first option to purchase shares back from Farm Share Owner.

C. Farm Share Owner shall not transfer or assign any rights or interests in the Livestock without the prior written consent of Helios Farms, which consent shall not be unreasonably withheld, and without the transferee or assignee having entered into a Livestock Agreement covering the interest being transferred or assigned prior to or contemporaneously with the transfer or assignment. Farm Share Owner may not transfer or assign processed livestock or eggs, only shares in live animals.

D. Helios Farms shall at no time and under no circumstance sell or exchange any of Helios Farms' interest in the Livestock and shall at all times use the Helios Farms' share of production for Helios Farms' own use.

E. Because all of the Livestock Agreements are interdependent and cannot function without all interests in the Livestock being covered by them, notwithstanding the foregoing, if any court orders a transfer or assignment of an interest in a proper cause of action, the Court is requested to make the transfer or assignment subject to the terms of a Livestock Agreement with respect to the transfer or assignment being ordered by the Court.

13. Liability.

A. Farm Share Owner shall not be liable to Helios Farms for any loss of or damage to the Livestock or for anything resulting from the care and maintenance of the Livestock by Helios Farms or from handling of production from the Livestock.

B. Neither party to this agreement shall be liable to the other party for any sickness, death, loss or damage from the foods picked up by Farm Share Owners, or their designated agents.

14. Damage Claims. In the event that either party to this agreement, Helios Farms or Farm Share Owner, seeks to assert any claim against the other party for any reason in connection with this Agreement or the activities of the other party under it, Helios Farms or Farm Share Owner must file a written claim with the other party stating the nature of the claim and the amount of relief sought within one hundred eighty (180) days after Helios Farms or Farm Share Owner becomes aware of the circumstances giving rise to the claim. Unless Helios Farms or Farm Share Owner files the claim within the prescribed time, Helios Farms or Farm Share Owner waives any and all right that each may have against the other party for any liability arising under this Agreement.

15. Arbitration of Disputes. All disputes, claims, and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing a demand in writing with the other party within one hundred eighty (180) days after the dispute first arises. Thereafter, the arbitration shall be conducted by three arbitrators (one appointed by Helios Farms,

one by Farm Share Owner, and a third by the other two arbitrators) in accordance with the rules of commercial arbitration of the American Arbitration Association. Each party shall pay the party's own costs in connection with the arbitration, and costs of the arbitrators shall be paid in equal amounts by the parties.

16. Effective Date; Termination.

A. This Agreement shall be effective upon the day following the execution of this Agreement.

B. This Agreement shall continue until terminated by either party pursuant to subsection 17.A below. Farm Share Owner will take no actions which would involve the sale of meat and/or egg from the Livestock in contravention of a Livestock Agreement or the laws and applicable regulations of the State of Oregon.

17. A. This agreement may be terminated by Helios Farms upon thirty (30) days notice to Farm Share Owner so long as Helios Farms shall terminate all the Livestock Agreements for the Livestock at the same time or has found a replacement Livestock Agreement to succeed this Agreement.

B. This Agreement may be terminated by Helios Farms (a) if Helios Farms together with other Farm Share Owners having Livestock Agreements which together cover a majority of the interests in the Livestock notify Farm Share Owner of the termination of the Livestock Agreements within a period of twenty (20) days of each other; (b) or Helios Farms has found another person who is acceptable to Farm Share Owner who acquires Helios Farms' interests in the Livestock and signs a Livestock Agreement substantially the same as this one.

C. Upon termination of this Agreement pursuant to subsections 17.A and B above, with or without a replacement Livestock Agreement being signed, transfer of Farm Share Ownership of the Livestock will be to Helios Farms.

18. Force Majeure. Notwithstanding anything to the contrary in this Agreement, Helios Farms and Farm Share Owner shall not be responsible for any delay or failure of its performance under this Agreement if the delay or failure is caused by any matter beyond the control of either party including, but not limited to, an illness in the Livestock not caused by a breach of Helios Farms' duties under this Agreement and which Helios Farms has promptly taken steps to have treated or corrected, death of the Livestock which does not result from a breach by Helios Farms of its duties under this Agreement, government regulations, public emergency or necessity, legal restrictions, labor disputes and actions related thereto, riot, war, insurrection; windstorms, rainstorms, snowstorms, floods or other acts of God.

19. Miscellaneous.

A. Construction. When necessary for proper construction, the masculine of any word used in this Agreement shall include the feminine and neuter gender, the singular, the plural, and vice versa.

B. Governing Law. This Agreement is being executed and delivered in the State of Oregon and shall be construed in accordance with and governed by Common Law associated with sovereign citizens first and the laws of such state second.

C. Captions. The captions of sections and subsections contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

D. Entire Agreement. This Agreement constitutes the entire contract between the parties and may not be modified or amended except in writing signed by both parties.

E. Waiver. No assent or waiver, expressed or implied, to any breach of any one or more of the covenants or agreements hereof shall be deemed or taken to be a waiver of any succeeding breach.

F. Incorporation by Reference. All schedules, exhibits and attachments referred to in this Agreement are incorporated by reference and made a part of this Agreement.

G. Assignment. This Agreement and each of its provisions shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below to be effective on the date described above.

Helios Farms LLC:

LIVESTOCK FARM SHARE OWNER:

By:

By:

(Signature)
_____, Manager
(Print Name)

(Signature)

(Print Name)

2077 Skelly South Rd
Yoncalla, OR 97499

(Address)

(Email address)

(Telephone)

(Telephone)

Date: _____

Date: _____



LIVESTOCK SHARE ORDER FORM

Customer Name: _____

Livestock Share	Share s	DESCRIPTION	PRICE	TOTAL
Livestock purchase and boarding: "Full Farm Share"* **		Each Full Farm Share includes 2 Single-Moo Milk Cow Shares (separate agreements), a laying flock share, ½ hog, ¼ beef cattle, and farm extras. Boarding, care, processing, delivery to drop off points for all of the above.	\$204/mo \$2448/yr	
Laying flock share purchase/boarding/delivery		One laying flock share...52 dozen eggs delivered.	\$28/mo \$336 total	
Hog purchase/boarding**		½ hog purchase and boarding.	\$40/mo \$480 total	
Beef cattle purchase/boarding*		¼ cattle share, boarding/processing/delivery.	\$60/mo \$720 total	
Add'l farm extras (must purchase full farm share first).		Fruits, vegis, and misc. from your farm	\$20/mo \$240 total	
*Butchering fees		Fees associated with beef quarters are about \$100 for butchering, cut, and wrap. Fees depend on the weight. Fee is paid directly to the custom butcher at pick up time.		
**On-farm half hog harvest supplies.		On farm half-hog harvest includes materials and handling for curing, smoking, and packaging of the pork and includes an overnight farm stay and meal. Fee can be paid at time of harvest.	\$12.50/mo \$150 total	
				TOTAL

NOTES:

BILL OF SALE

(Interest in Livestock)

KNOW ALL MEN BY THESE PRESENTS, Helios Farms, the registered address of which is 2077 Skelly South Rd., Yoncalla, OR 97499 (Seller"), for and in monthly consideration of the sum total shown on the Livestock Share Order Form with this agreement, and other good and valuable consideration to it in hand paid, at or before the ensembling or delivery of this instrument by _____ whose address is _____ ("Buyer"), has sold, and by these presents does grant and convey unto the Buyer, his/her personal representatives, successors and assigns, the following property, goods and chattels, to wit:

Interests of shares of livestock located at 2077 Skelly South Rd., Yoncalla Oregon 97499, the quantity of which is specified in the Livestock Share Order Form with this agreement.

TO HAVE AND TO HOLD the same unto the Buyer, his/her personal representatives, successors and assigns, for as long as LIVESTOCK FARM SHARE OWNER holds their present LIVESTOCK BOARDING CONTRACT with Helios Farms. The Seller covenants and agrees to and with the Buyer, his/her personal representatives, successors and assigns, to WARRANT AND DEFEND the sale of the interest in the property, goods and chattels, against all and every person or persons whomever.

IN WITNESS WHEREOF, on _____ the Seller has executed this Bill of Sale.

Helios Farms LLC:

Theodore J Wadman, Manager