

# *Elim Springs Dairy*

## BILL OF SALE: Undivided Interest in Dairy Herd

When used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Elim Springs Dairy LLC, whose address is 401 Raines Tavern Rd. Farmville, Va. 23901 (“Seller”), for and in consideration of the sum of seventy five dollars (\$75.00) per share and valuable consideration paid at delivery of this instrument by \_\_\_\_\_, whose address is \_\_\_\_\_ herein after called (“Buyer”), has bargained and sold, and by these presents does grant and covey unto the Buyer the following property, goods and chattels, to wit:

An undivided interest of one ( 1 ) units in a specified herd of dairy cattle located at 401 Raines Tavern Rd. Farmville, Va. 23901 and all replacements and increase of the dairy herd, which herd constitutes and shall constitute all of the specifically designated dairy cattle, producing or dry, including a share in the milk production equal to the number of shares.

TO HAVE AND TO HOLD the same unto the Buyer forever, at a depreciating cash value based upon a 3 year depreciation upon which the cash value is zero, or until Buyer chooses to sell such share or relinquish such share back to herd as a whole upon mutual agreement. The Seller covenants and agrees to and with the Buyer to WARRANT AND DEFEND the sale of the undivided interest in the designated dairy herd against all and every person or persons whomever. Upon the beginning of the fourth year and each anniversary there after a \$25.00 share maintenance fee shall be charged.

Buyer understands and agrees that in accepting this Bill of Sale the number of cattle in the herd may increase or decrease in which event the Buyer’s percentage interest in the herd may decrease or increase, as the case may be, but in none of those events will Buyer’s number of units constituting the measure of Buyer’s undivided interest in the herd be increased or decreased. Seller holds possession of the herd for and on behalf of the owners. Buyer understands that he is to pick up his share of the milk production and any value added products at 401 Raines Tavern Rd. Farmville, Va. 23901 or other designated location, at a reasonable time to both Seller and Buyer.

This agreement shall be construed exclusively in accordance with and governed by the Constitution of the United States of America based on Common Law sovereignty and shall be governed by the laws of the Commonwealth of Virginia. This agreement shall be in force in conjunction with and not separate from the specific boarding agreement contracted between Seller and Buyer.

The receipt and sufficiency of this agreement is hereby acknowledged, IN WITNESS WHEREOF, the Seller has executed this Bill of Sale on this date \_\_\_\_\_.

By: \_\_\_\_\_  
Agent, Elim Springs Dairy, LLC