

Agricultural Lease Agreement

This is an agreement by and between _____ (hereinafter called the “Lessor”), of _____ and the Nutty Buddy Collective LLC (hereinafter called the “Lessee”), a North Carolina Limited Liability Company registered with the North Carolina Secretary of State on September 28, 2015, with a registered address of 74 Hillside Street, Asheville, NC 28801.

Lessor is the sole owner of certain land located at _____. In consideration of the annual lease payment of One Dollar and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee a certain portion of said property (the “Leased Premises”) as described in Exhibit A attached hereto, under the terms and conditions set forth herein. All of the terms of this lease shall inure to the benefit of and be binding on the heirs, successors, administrators, representatives, and assigns of Lessor, and the heirs, successors, administrators, and assigns of Lessee.

Statement of Intent:

The intent of the parties is that Lessee use the land leased from Lessor as a pilot and demonstration agroforestry project, designed to show that a multi-story food forest of primarily native plants can regenerate worn out agricultural land, reforest it, and provide as much or more in edible and useful plant products as the same acreage used for conventional agriculture. The climax food producing plants will be nut trees. Lower canopies of fruit trees, shrubs, berries, and a ground canopy of herbs and other useful plants will be grown and maintained, until and unless they become incompatible with the climax nut trees. Organic, permacultural and restorative planting and cultivation practices will be used, but organic certification is not envisioned as of the time of the execution of this lease. Non-native plants will be introduced only when they are both non-competitive with natives and fulfill a useful role in the food forest that cannot be filled by a native species (*e.g.*, apple trees).

1. Term of Lease. This lease is for a period of ninety-nine years, and will survive and continue with the sale or transfer of the property to any other individual or entity. This lease shall renew automatically for additional consecutive successive terms of thirty years unless otherwise terminated in

accordance with the terms set forth herein.

2. Purpose of Lease. The Leased Premises are to be used and occupied for agricultural purposes as described herein. In particular, Lessee shall use the Leased Premises to plant, grow, cultivate, and harvest trees, tree crops, flowers, vegetables, seeds, and native woodland herb species (including but not limited to ginseng, goldenseal, and ramps) (the "Agricultural Activity"). All such Agricultural Activity shall be performed in accordance with the terms of the Conservation Easement (the "Conservation Easement") on the Property held by the Southern Appalachian Highlands Conservancy, and in accordance with best farming practices. Nothing in this lease shall permit the performance of any activity that violates the terms of the Conservation Easement or impairs the conservation values of the Leased Premises.

3. Limitation of Liability. Lessee indemnifies the Lessor against and holds Lessor harmless from any and all claims, demands, and lawsuits or judgments arising out of any injury or loss of life that may occur to Lessee or Lessee's agents while on the Property. Lessor indemnifies the Lessee against and holds Lessee harmless from any and all claims, demands, and lawsuits or judgments arising out of any injury or loss of life that may occur to Lessor or Lessor's agents while on the Property. Lessee shall not use the Premises or any part thereof for any purpose other than the purpose stated above or in violation of any law or ordinance.

4. Use of Leased Premises. Nothing in this lease shall preclude Lessor from the quiet enjoyment and use of the Leased Premises. Lessee agrees to allow Lessor access to the Leased Premises at all reasonable times to inspect its condition. Lessor agrees, on behalf of itself, its agents, representatives, and invitees, not to damage or interfere with access to Lessee's crops, trees, plants, or other agricultural activities. Should such damage or restriction occur, whether it be accidental or intentional, Lessee shall be compensated in accordance with the table set forth in Exhibit B.

5. Methods and practices.

a. Lessee shall follow good farming practices in using the Leased Premises to minimize erosion and loss of topsoil. Lessor and Lessee agree that organic certification is not necessary; however, Lessee will use approved organic practices and will use non-organic practices as a last resort, and only after consulting with Lessor. Should Lessor be unable to consult with Lessee,

Lessor delegates this responsibility to the stewardship staff of the Southern Appalachian Highland Conservancy (and in consultation with Kevin Caldwell of Mountains to Sea Ecological Company or his delegate).

b. Lessee shall consult with Lessor prior to the introduction of any species not present on the Leased premises or in the surrounding property owned by Lessor at the time of the execution of this Lease. Lessor reserves the right to refuse to allow the planting of species it determines would be invasive or otherwise damaging to the ecosystem. In the event Lessor is unable to make such determination, Lessor delegates this responsibility to the stewardship staff of the Southern Appalachian Highland Conservancy, (in consultation with Kevin Caldwell of Mountains to Sea Ecological Company or his delegate). Once consent to introduce a new species has been obtained, it may not be revoked or retracted, except in accordance with the penalties set forth in Exhibit B. Lessee shall likewise consult with Lessor prior to any mechanical redistribution of soil, change to land contours, or burning.

c. Lessee shall have the right to mow its leased land, except between March 1st and June 1st of each year so as to avoid interference with ground nesting birds.

d. Lessee may use livestock for the purposes of clearing planting areas, managing its agricultural operations, and planting crops; however, the use of livestock shall be conducted in such manner that does not interfere with ground nesting birds.

e. Agricultural products shall be harvested by Lessee or its agents and by no other parties.

f. Lessee must obtain consent of Lessor prior to the construction of any structures, such as agricultural storage sheds, lean-tos, or other structures.

g. Lessee may divert creek water, provided such diversion is in accordance with the terms of the Conservation Easement and the conservation of wetlands. During periods of drought, Lessor and Lessee shall, in order to protect the wetlands, work together concerning the irrigation schedule.

h. Lessee may, with Lessor's prior consent, use the Leased Premises for marketing of and education concerning its agricultural products and methods; however, Lessee must provide Lessor with a minimum of one week's notice prior to any outside parties, including news media, coming to the Leased Premises.

i. At the request of Lessor, or at the termination of this lease, Lessee

shall return all ditches, drains, and water courses to free and unencumbered states.

j. Keeping in mind the agricultural activities contemplated hereunder, Lessee shall maintain the appearance of Leased Premises in a neat condition, minimizing trash, garbage, or other unsightly debris. If Lessor determines that the Leased Premises have become unsightly, she shall notify Lessee, which shall have 30 days to bring the Leased Premises back to an acceptable condition. Should Lessee fail to do so, Lessor may do so, and Lessee shall be responsible for any costs incurred by Lessor in restoring the Premises to an acceptable condition.

6. Share of Harvest. Lessee shall distribute to Lessor a share of Lessee's crop harvests sufficient for her personal consumption, except during periods of poor harvest or low yield.

7. Open Communication and Reporting. Lessee shall keep Lessor regularly informed of the progress of its work. Lessee shall keep records of all of its plantings on the Leased Premises, and shall provide Lessor with copies of such records. At the end of each calendar year, Lessee will furnish Lessor with a complete list of planted species, similar to Exhibit x, a rough site map of their locations, and a brief report on successes, failures, notable developments, and proposed changes for the following year, including changes in land contour or cultivation practices. If there are no changes, this can be indicated instead of duplicating the list. Normally, at the beginning of the next calendar year, if plantings of new species or changes in land contour or care are contemplated, a list of such species or changes, their proposed locations, and their purpose in the overall planting will be submitted to Lessor no later than January 31st of the subsequent year, and will not be planted without Lessor's prior consent. This review is to ensure that invasive or otherwise undesirable species (*e.g.*, hosts for diseases that attack native species) are not introduced onto the leased land, and that the land is not changed without mutual consent. Lessor will have until the end of February to make a binding decision regarding consent. Should Lessee wish to introduce new plantings during the year that were not listed in January, this will be permitted subject to Lessor's prior consent with a one month prior notification as above in this section and 5b. Should Lessor be unable to function in this capacity due to disability, or after lessor's death, SAHC will assign a suitably knowledgeable botanist to act on her behalf, and will consult, in any questionable cases, with Kevin Caldwell of Mountains to

Sea Ecological Company or his delegate.

8. Termination, Amendment, and Renewal.

a. If at the end of the initial term the Leased Premises are still being used for the purposes stated in this lease, Lessee shall have the option to renew for an additional 30 years.

b. This lease shall terminate upon the expiration of a period of 15 years of failure to use the Leased Premises by Lessee. "Failure to use" in this instance means that Lessee or its agents have made no appearance on the Leased Premises, have not harvested any nuts or other crops, and have made no contact with Lessor.

c. This lease shall terminate upon the commission by Lessee of a gross violation of the terms of the lease. "Gross violation," as defined here, shall mean that the Lessee has failed to respond or make progress towards reparation of any complaint from Lessor regarding violations to the above lease terms within a period of one year after receiving written notice thereof. Lessee shall maintain records of all inquiries and/or complaints from Lessor and its response to each.

d. In the event of termination of this lease, Lessee shall have a period of one year within which to remove its tools and equipment from the Leased Premises and to carry out necessary plant propagation in order to preserve genetic material of its plantings.

e. This Lease can be changed only by an agreement in writing signed by the parties to the Lease.

f. If any provision of this Lease is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Lease and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Lease, except as otherwise herein provided, shall be valid and enforceable to the fullest extent permitted by law.