

Agricultural Lease Agreement

This is an agreement by and between _____ 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 an initial 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.

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 woodland herb species (the “Agricultural Activity”).

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, stated in the initial proposal (exhibit B), or any purpose which has not been specifically agreed to between the lessor and lessee.

4. Use of Leased Premises.

a. 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 lessee’s access to the land as well as not to damage 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. Lessor will not be found

responsible for damage due to 'acts of god' or other weather abnormalities such, as but not limited to, lightning strikes, tornadoes, or hurricanes.

b. If a member or agent of NBC comes into conflict with Lessor in a way that causes Lessor to feel unsafe, threatened, or violates Lessor's right to use The area of property outside of leased premises as they see fit, Lessor may ban the offending member or agent of NBC until further notice. To limit the potential for abuse, Lessor is limited to banning no more than one person at any given time in this way, and agrees to enter into neutral 3rd party arbitration with the NBC as described in article 4.c. If Lessor desires to prohibit the access of more than one person, and the conflict cannot be resolved by normal interaction, the dispute shall be resolved according to the arbitration process set forth in Appendix 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 the Lessor. Should Lessor be unable to consult with Lessee within a reasonable period of time lessee will proceed in accordance with agricultural best practices.

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. Should Lessor be unable to consult with Lessee within a reasonable period of time lessee will proceed in accordance with agricultural best practices.

c. Once lessor has granted permission for a particular species to be included, and the NBC has planted it at the leased land this permission can not be revoked.

d. Lessee must receive prior consent to use livestock anywhere on the property for the purposes of clearing planting areas, or managing its agricultural operations. Lessor will give the Lessee notice if livestock are to be used outside the leased premises.

e. Agricultural products shall be harvested by Lessee or its agents and by no other parties. Lessor may harvest as an agent of lessor with NBC permission so that lessor may collect their unharvested share of the harvest.

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

f. Lessor must obtain consent of lessee prior to the construction of any structures, such as tent platforms or stargazing decks on the leased premises.

g. Lessee may divert creek water for the purpose of irrigation with lessor's prior consent.

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 weeks' notice prior to any outside media coming to the Leased Premises. When Lessee has agents come to the leased land for any reason, they shall not find lessor liable for any accidents or injuries that may occur while they are on the 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 such a way to minimize 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:

Lessor and NBC agree that in exchange for a total of 1/6 of the unharvested, un-culled annual crop, NBC will lease from lessor the area of land described in exhibit A. If Lessor does not harvest the 1/6 by their own labor, then 1/12 of harvested and culled agricultural products will be provided to Lessor by NBC as compensation for the leased area. If Lessor harvests less than 1/6, than half that quantity shall be removed from their 1/12 harvested and culled share. Once Lessor has been furnished with their annual share, NBC shall offer a cash rate for it, equal to what they value the crop at that year, and Lessor has the option to keep whatever percentage of their crop they wish, or take the cash rate instead. The cash rate offered will be based on production, market activity and will be equal to what the NBC values the crop at for their own internal trading.

a. When Lessor acts as an agent of NBC in harvesting crops towards their 1/6 share, the quantities shall be recorded for tracking purposes and reported to NBC on a weekly basis.

7.) Termination, Amendment, and Renewal.

a. 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.

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 not tended the orchard on the Leased Premises, and have not harvested any nuts or other crops.

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.

EXHIBIT B

\$10*(Number of trees)*(age of trees)^2	
Age of Tree	Per Tree Value by Age
1	10
2	40
3	90
4	160
5	250
6	360
7	490
8	640
9	810
10	1000
11	1210
12	1440
13	1690
14	1960
15	2250
16	2560
17	2890
18	3240
19	3610
20	4000
21	4410
22	4840
23	5290
24	5760
25	6250
26	6760
27	7290

28	7840
29	8410
30	9000
31	9610
32	10240
33	10890
34	11560
35	12250
36	12960
37	13690
38	14440
39	15210
40	16000
41	16810
42	17640
43	18490
44	19360
45	20250
46	21160
47	22090
48	23040
49	24010
50	25000
51	26010
52	27040
53	28090
54	29160
55	30250
56	31360
57	32490
58	33640
59	34810
60	36000
61	37210

62	38440
63	39690
64	40960
65	42250
66	43560
67	44890
68	46240
69	47610
70	49000
71	50410
72	51840
73	53290
74	54760
75	56250
76	57760
77	59290
78	60840
79	62410
80	64000
81	65610
82	67240
83	68890
84	70560
85	72250
86	73960
87	75690
88	77440
89	79210
90	81000
91	82810
92	84640
93	86490
94	88360
95	90250

96	92160
97	94090
98	96040
99	98010

Appendix A: Initial Work Proposal

Major Species List:

- Chinese chestnuts, this will be the largest crop as a percentage of the orchard. These will partly be chestnuts chosen for size and quality and early bearing chestnuts for avoiding weevil pressure, and coming to market early.
- Hawthorn - this genus is already abundant on the property and we plan to plant more and design for grafting. these trees will target the local medicinal's market.
- Shagbark Hickory - for nut crop and processed food crop as milk and baked goods.
- Burr Oak Hybrids, large acorn producing seeds which shall be experimental acorn and mast crops for livestock. We will plant densely and thin out as the trees age.
- sweet white oak hybrids - only a few planted as experimental flour crop.
- Jujube - In future years we will plant jujube for the local medicinals market and exploring the market potential as a niche food crop.
- Black locust/Kentucky coffee tree - we'll plant some nitrogen fixing trees for coping and healing disturbed soil.
- pollinator garden - We would like to plant a flower garden targeted at advancing our knowledge of pollinator species and bringing insect bio-diversity to the landscape. This planting will act as a nursery to eventually spread the most successful species throughout the orchard. One of the specific goals will be to propagate flowers that attract predators of the chestnut weevil

This list isn't meant to be comprehensive, but include the major plants to be present in the orchard.

Organization:

rows will be laid out roughly on contour and chisel plowed to prepare for planting. then holes will be dug with a gas drill and auger, we will add humates, and finally plant and mulch. Trees will be cared for throughout the year, and mowed as necessary. Next year, we would like to start grafting many of the hawthorns around the property with choice cultivars, to act as a genetic bank for cultivars we'll graft more of within the orchard. also, as soon as is practical we will be working on evicting the multiflora rose and blackberry from our area.

Appendix B: ARBITRATION PROCESS

Should any grievance or dispute arise between Lessor and Lessee concerning the terms of this Lease which cannot be resolved by normal interaction, the following arbitration procedure shall be used. Lessor or Lessee shall select a disinterested arbitrator and shall give written notice to the other party of such selection. Within fifteen (15) days of the receipt of this written notice, the other party may give written

notice to the first party appointing a disinterested arbitrator of its own choice. These two arbitrators shall select a third arbitrator. If the other party fails to name an arbitrator within fifteen days of receiving the notice from the first party, the arbitrator selected by the first party shall be the sole arbitrator. In the case of a dispute involving provisions of this Lease relating to land use restrictions and requirements, the parties shall endeavor to select arbitrators who are familiar with standard agricultural and conservation practices. Each party shall pay for the costs of its respective arbitrator, and the costs of any third arbitrator selected as provided for herein shall be borne equally by the parties. The arbitrator or arbitrators shall hold a hearing within thirty (30) days after the initial written notice by the initiator of the arbitration process. At the hearing Lessor and Lessee shall have an opportunity to present evidence and question witnesses in the presence of each other. As soon as reasonably possible, and in no event later than fifteen days after the hearing, the arbitration panel shall make a written report to the Lessor and Lessee of its findings and decisions, including a personal statement by each arbitrator of his/her decision and the reasons for it. The arbitrators shall decide the dispute or claim in accordance with the substantive law of the jurisdiction and what is just and equitable under the circumstances. The decisions and awards of the majority of the arbitration panel shall be binding and final.