

Lease Agreement
between
Nutty Buddy Collective
and

This is an agreement by and between _____ (herein Lessor) and the Nutty Buddy Collective (herein NBC or Lessee). _____ resides at _____, and is the sole owner of the land located at _____. The Nutty Buddy Collective is represented by William Whipple of 70 Alabama ave, Asheville, NC 28806, Ramin Sadeghian of 6 Rex Drive, Asheville, NC 28806, Greg Mosser of 80 High Point Rd, Weaverville, NC 28787, Thomas Celona of 74 Hillside street, Asheville, NC 28801, and Justin Holt of 77 Mount Clare, Asheville, NC 28801.

This lease is for a period of ninety-nine years, and will ride with the sale or transfer of the property to other owners. All of the terms of the lease shall inure to the benefit of, and be binding on the heirs, legal representatives, and assigns of Lessor, and the executors, administrators, and assigns of NBC.

I.) Responsibilities, Privileges, and Liability

II.) Farmyard Set-Up and Maintenance Considerations

III.) Terms, Conditions and Charges

IV.) Exchange/Compensation

VI.) Signing

I.) Responsibilities, Privileges, and Liability

- A. The lessor is not responsible for any injury, or loss of life that may occur to an NBC member or legitimate associates while on the land described in this lease.
- B. NBC will permit Lessor or her legitimate agents access to the land at all reasonable times to inspect its condition or for quiet enjoyment.
- C. NBC is not responsible for any injury, or loss of life that may occur to lessor or her legitimate associates while on the land described in this lease.

- D. Any accidental damage to NBC trees or crops as a result of Lessor or 'Lessor's agents', will be compensated to NBC at a rate of \$50 per damaged tree per year of trees age. 'Lessor's agents', as defined here shall include lessors friends, acquaintances, employee's, contractors or lease holders other than the NBC on the premises, as well as their livestock, pets, or equipment operated by these agents.
- E. If the lessor determines that the condition of the leased land has become unacceptably strewn with trash and other non-cultivated debris, the NBC will have 30 days to bring the land back to acceptable condition after notification by lessor. If NBC fails to bring the land back to acceptable condition as described here, NBC will be responsible for any costs accrued to the Lessor spent bringing the land back to acceptable condition. These costs must be reimbursed to the lessor by NBC within 30 days of receiving the invoice.
- F. Lessor will permit NBC and legitimate associates such as laborers and family access to the land for work and peaceable and quiet enjoyment, unless such access interferes with Lessor's enjoyment. The farmer can use farm site for marketing purposes with Land Partner permission. Farmer will give minimum 1 week notice for any media coming to the site.
- G. NBC will seek approval from Lessor for introduction of any new species to the Cove. Once permission is granted, it cannot be retracted except with penalty according to Table 1, located in the Appendix.
- H. Agricultural products within the leased land shall not be harvested by persons not authorized by the NBC.

II.) Farmyard Set-Up and Maintenance Considerations

- A. NBC will use the leased land for the purpose of planting, cultivating, and harvesting tree crops, medicinals, flowers, vegetables, seeds, cuttings, and uses directly related thereto only. The NBC may use livestock for the purposes of clearing the ground and managing the landscape, and harvesting crops as mutually agreed upon.
- B. NBC must have approval of the lessor to build any structure on the leased land, such as a storage shed.
- C. Within the bounds of any conservation easement, and conservation of the wetlands the NBC has the right to irrigate by diverting some creek water.

- D. The NBC will return to clear, open and free from obstruction all ditches, drains and water causes on the leasehold premises at the request of the lessor or the termination of the lease.
- E. Lessor has right to affect irrigation schedule during any temporary drought to protect the wetlands.

III.) Terms, Conditions and Charges

- A. NBC will keep Lessor informed of the progress of its work, and will seek their prior consent as new decisions are made which are different than previously agreed upon. Use of mechanical distribution of soil, fire, or any toxic product must have Lessor's prior permission, as must any change to land contour, water flow, or new species. However, with the exceptions just stated, if Lessor is unavailable for discussion and consent for some reasonable period of time, and actions must be taken, actions in accord with the purposes stated above are permitted.
- B. This lease is for a period of ninety-nine years, and will ride with the sale or transfer of the property to other owners. All of the terms of the lease shall inure to the benefit of, and be binding on the heirs, legal representatives, and assigns of Lessor, and the executors, administrators, and assigns of NBC.
- C. The terms and the conditions of any conservation easements will be made clear to the NBC. If NBC accidentally or unknowingly violates the terms of any conservation easement, they will undo the violation to the best of their ability, at their own.

IV.) Exchange/Compensation

- A. Lessor and NBC agree that for a total of one tenth of the harvested and culled agricultural products, NBC will lease from Lessor the area of land described in Exhibit A, for the purpose of planting a nut orchard with associated fruit trees, fruit shrubs, and other useful and/or medicinal plants.
- B. The NBC wish to make clear that the spirit of the 1/10th harvest agreement is an approximate adjustment for the value of the labor in harvesting and culling agricultural products. It is our intention to offer the Lessor a 1/6 share of the total unharvested products however, to establish a repeatable agreement, we offer 1/10th of the culled and harvested products.
- C. The lessor and lessor's family may maintain the right to earn Nutty Buddy Bucks in exchange for labor at the discretion of the Nutty Buddy Collective. When working in this way, it is acknowledged that the lessor or lessor's family members are working for the Nutty Buddy

Collective and will accrue hours only as NBC partners agree. These Nutty Buddy Bucks can be redeemed with the Nutty Buddy Collective for increased harvest (about one pound of nuts) or other products the NBC produces. The Nutty Buddy Bucks specific value will be determined annually by the NBC based on the comparative value of an hour of work at \$10 per hour in 2014 dollars and our varied products.

- D. The NBC may offer a per-pound cash value of the lessors share of the harvest at the end of harvest season. If the lessor wishes to accept this offer they will be compensated the agreed upon value in cash in exchange for their 1/10th share of harvest. The lessor is not obligated to accept this offer, and the NBC is not obligated to make an offer on any given year.
- E. It is understood that there will be years early in the lease agreement, and intermittently through the life of the lease, that will produce very small to non-existent harvest due to the unpredictable nature of agriculture, and the natural requirement of a startup period where perennials are established.

V.) Terms for Termination and Renewal

- A. If at the end of the lease the land is still being used for the purpose stated in this lease, the NBC shall have the option to renew. No use in 15 years is cause for termination. 'No use', as defined here shall mean that the NBC has made no appearance on the land, has not harvested nuts or any other crops, and made no contact with the lessor.
- B. If the lessor restricts NBC's access to the leased land described in exhibit A, or causes permanent damage to NBC trees, the lessor will pay a penalty to the NBC according to Table 1, located in the Appendix.
- C. The lessor cannot terminate lease unless 'No use in 15 years' or 'gross violations' of the above lease terms, or the penalties to the NBC in Table 1 have been paid. 'Gross violations', as defined here, shall mean that the NBC has failed to respond or make progress towards reparation of any complaint regarding violations to the above lease terms within a period of one year.
- D. NBC will keep records of all complaints and their response to the complaints. The NBC will maintain records of plantings in order to prove tree ages for application of the cost schedule described in Table 1.
- E. If the Lessor terminates services, the NBC shall have 1 year to remove tools and equipment and to carry out necessary plant propagation in order to preserve any genetic material.

VI.) Signing

IN WITNESS WHEREOF, the Lessor and Lessees have signed this lease on the ____ day of _____, 2014

IN THE PRESENCE OF

_____ (notary)

IN THE PRESENCE OF:

LESSOR(S):

_____ (notary)

LESSEE:

Bill Whipple

Justin Holt

Ramin Sadeghian

Greg Moser

Tom Celona

_____ (notary)

EXHIBIT A

To Lease from _____ to **collective** (premises subject of Lease)

Being the portion of the real estate described in the **(source for photo & written description of location)**.....as depicted on the attachment hereto.

Table 1: the following formula: $\$10 * (\text{Number of trees}) * (\text{age of trees})^2$.