



AGRICULTURAL AND OPERATING LEASE

Approximately 150 Acres • Southwest Virginia

Landlord	Frank Segreti
Tenant	Appalachia's Farmhouse LLC, a Virginia limited liability company
Guarantor	Crop Farmers International, LLC, a Wyoming limited liability company
Premises	Approximately 150 acres shown on Exhibit A map and supplemented by parcel/survey/legal description
Status	Business draft; rent, term, commencement date, parcel information, insurance limits, and other blanks require completion

AGRICULTURAL AND OPERATING LEASE

This Agricultural and Operating Lease (the "Lease") is entered into as of _____, 20__ (the "Effective Date"), by and between Frank Segreti ("Landlord"), Appalachia's Farmhouse LLC, a Virginia limited liability company ("Tenant"), and Crop Farmers International, LLC, a Wyoming limited liability company ("CFI" or "Guarantor"), solely in its capacity as guarantor as provided below.

1. Leased Premises. Landlord leases to Tenant approximately one hundred fifty (150) acres of agricultural land located in Virginia, together with the nonexclusive or exclusive access rights, internal roads, water points, pasture areas, barns, structures, utilities, fencing, and other improvements specifically identified on Exhibit A and any supplemental property schedule (collectively, the "Premises"). The controlling leased area shall be the area shown on the final signed Exhibit A map and any attached parcel, survey, GIS, metes-and-bounds, or other legal description.

2. Purpose. Tenant may use the Premises for lawful agricultural and farm-to-family operations, including cattle, swine, poultry, eggs, pasture, rotational grazing, livestock handling, feed and equipment storage, brooding, farm product storage, approved customer or educational activities, subscription fulfillment, delivery staging, and other activities reasonably related to Appalachia's Farmhouse and CFI operations, subject to applicable law and this Lease.

3. Term and Renewal Options. The initial lease term shall be three (3) years, beginning on the Commencement Date of _____, 20__ and ending on the third anniversary thereof, unless earlier terminated under this Lease. Tenant shall have three (3) successive options to renew the Lease for additional three-year periods, creating a maximum potential lease duration of twelve (12) years: Initial Term (Years 1-3), First Option Term (Years 4-6), Second Option Term (Years 7-9), and Third Option Term (Years 10-12). Tenant may exercise each renewal option by written notice delivered to Landlord not less than ninety (90) days before expiration of the then-current term. Unless otherwise amended in writing, the other terms and conditions of this Lease continue during each exercised option period.

4. Rent. No base rent shall be due during Months 1 through 12 of the initial lease term. This rent-free period is granted to allow Tenant and CFI to establish operating solvency and install or improve required agricultural infrastructure. Beginning with Month 13, Tenant shall pay Landlord base rent of One Thousand Five Hundred Dollars (\$1,500) per month, equivalent to Eighteen Thousand Dollars (\$18,000) per full paid lease year. Unless the parties execute a written amendment, that base rent shall continue through any exercised renewal option. The rent-free period is a concession and does not accrue as deferred rent, debt, or a repayment obligation.

5. CFI Guaranty. CFI unconditionally guarantees Tenant's payment of rent and performance of Tenant's material obligations under this Lease, subject to any expressly stated cure periods, defenses, limitations, or monetary cap inserted here before execution:

_____. This guaranty does not transfer ownership of the Premises to CFI.

6. Landlord Retains Ownership. Landlord retains full legal title to the Premises. Nothing in this Lease gives Tenant or CFI an ownership interest in the land. The separate real-estate debt asset held or to be held by CFI and commonly referred to in CFI documents as the "880 JD Pond Loan Asset" is an approximately \$315,000 debt obligation of Frank Segreti evidenced and secured by separate loan documents, including the First Deed of Trust/Mortgage and related note, loan request, addendum/amendment, assignment, and collateral documents. The 880 JD Pond Loan Asset does not

merge with this Lease. Any CFI \$400K Borrowed Capital Note or separate 8,000-unit ownership grant is also separate from this Lease and does not transfer ownership of the Premises.

7. Possession and Quiet Use. So long as Tenant is not in uncured material default, Tenant shall have the right to use and possess the Premises for the permitted purposes without unreasonable interference. Landlord retains reasonable inspection rights upon advance notice, except in emergencies.

8. 150-Acre Boundary and Map. The parties shall attach a map as Exhibit A clearly identifying the approximately 150 leased acres, access points, roads, barns or structures included, water sources, pasture/paddock areas, and excluded or shared-use areas. The map should be initialed by Landlord and Tenant at signing. The \$18,000 annual rent is based on the designated operating area and included rights rather than a simple per-acre pasture rent. If the final mapped acreage materially changes, the parties may review the rent by written amendment.

9. Agricultural Improvements. Tenant may install or improve temporary fencing, water systems, portable livestock equipment, chicken tractors, feeders, mineral stations, gates, signs, and similar agricultural improvements consistent with approved operations. Permanent buildings, material excavation, substantial road work, or permanent utility installations require Landlord's written approval unless specifically authorized on Exhibit B.

10. Maintenance and Stewardship. Tenant shall use commercially reasonable agricultural practices, maintain reasonable fencing and livestock controls within its operating responsibilities, avoid waste, and manage grazing with consideration for forage recovery, soil conditions, water resources, and animal welfare. Allocation of responsibility for roads, barns, utilities, mowing, drainage, major fencing, and structural repairs shall be listed on Exhibit B.

11. Utilities and Operating Costs. Responsibility for electricity, water systems, fuel, waste handling, internet, propane, repairs, and other operating costs shall be allocated on Exhibit B or by written amendment.

12. Insurance. Before occupancy, Tenant shall maintain commercially reasonable general liability and agricultural/business insurance and any legally required workers' compensation coverage. CFI and Landlord shall be named as additional insureds where commercially appropriate. Minimum limits:

13. Indemnity. To the extent permitted by Virginia law, Tenant shall be responsible for claims arising from Tenant's operations, employees, customers, livestock, products, or negligence on the Premises, except to the extent caused by Landlord's negligence, willful misconduct, or breach. Final indemnity and waiver language should be reviewed by Virginia counsel and the parties' insurers.

14. Compliance. Tenant shall comply with applicable agricultural, environmental, animal-health, food-handling, employment, fire, building, access, and business requirements applicable to Tenant's use. This Lease does not itself authorize any regulated activity for which a permit or approval is required.

15. Assignment and Subleasing. Tenant may not assign this Lease or sublease a material portion of the Premises to an unrelated party without Landlord's written approval. Tenant may allow CFI employees, contractors, processors, service providers, customers, and approved partner farms to access the Premises as reasonably necessary for Tenant's business, subject to Tenant's responsibility for their conduct.

16. **Related-Party Nature.** The parties acknowledge that Landlord is an officer and principal of CFI and that Tenant is wholly owned by CFI. The parties intend this Lease to be administered as a bona fide related-party whole-farm operating lease. The first 12 months are rent-free as a documented startup and infrastructure concession. Beginning Month 13, the negotiated base rent is \$18,000 annually (\$1,500 monthly) for the approximately 150-acre operating area and included agricultural rights. The parties shall maintain the attached Rent Support Schedule and records reasonably sufficient to explain the business purpose and pricing methodology to accountants, tax professionals, lenders, investors, and counsel.

17. **Default and Cure.** A monetary default shall be subject to any notice and cure period required by applicable Virginia law and the following contractual cure period, if longer: _____. A nonmonetary default shall be subject to written notice and a cure period of _____ days, provided additional time is allowed when cure reasonably requires more time and Tenant diligently proceeds.

18. **Tenant / CFI Convenience Termination Right.** Tenant may terminate this Lease at any time, during the initial term or any renewal option period, for any reason or no stated reason, by giving Landlord at least ninety (90) days' prior written notice. Because CFI owns 100% of Tenant, CFI may direct Tenant to exercise this termination right. Upon the effective termination date, Tenant and CFI shall have no liability for rent accruing after that date, no acceleration of future rent, no early-termination fee, and no damages based solely on the exercise of this contractual termination right. Amounts and obligations that accrued before the termination date, and any specifically agreed surrender, cleanup, removal, repair, or restoration obligations, survive as provided in this Lease. The Lease may also terminate by mutual written agreement or for an uncured material default under its other provisions.

19. **Casualty and Condemnation.** If casualty, condemnation, road closure, environmental restriction, or another event materially prevents the permitted agricultural use of a substantial portion of the Premises, the parties shall equitably adjust rent or terminate the affected portion as provided in a written amendment or as required by law.

20. **No Merger with 880 JD Pond Loan Asset.** This Lease and the 880 JD Pond Loan Asset are independent transactions. Payment, sale, refinance, assignment, transfer, or purchase of the 880 JD Pond Loan Asset does not automatically terminate, transfer, or amend this Lease, and termination of this Lease does not automatically satisfy, release, or modify the 880 JD Pond Loan Asset.

21. **Notices.** Formal notices shall be delivered to the addresses and email addresses listed on the signature page, or to any updated address designated in writing.

22. **Governing Law.** This Lease shall be governed by the laws of the Commonwealth of Virginia. Any venue provision shall be inserted by Virginia counsel after confirming the county/city in which the Premises are located.

23. **Entire Agreement; Amendments.** This Lease, its exhibits, and any signed amendments constitute the agreement concerning Tenant's possession and use of the Premises. Amendments must be in writing signed by Landlord and Tenant and, if the amendment materially changes the guaranty, acknowledged by CFI.

24. **Counterparts and Electronic Signatures.** This Lease may be executed in counterparts and by legally effective electronic signatures, subject to any recording or notarization requirements counsel determines are appropriate.

25. Memorandum of Lease. Because the Lease may remain in effect for up to twelve (12) years if all options are exercised, the parties may execute and record a short-form memorandum of lease in the appropriate Virginia land records. The memorandum may identify the parties, Premises, initial term, renewal-option structure, and other information required by Virginia law without publicly disclosing confidential business terms unless required.

SIGNATURE PAGE

LANDLORD

Frank Segreti

By / Signature: _____

Name / Title: _____

Date: _____

Notice Address / Email: _____

TENANT

Appalachia's Farmhouse LLC, a Virginia limited liability company

By / Signature: _____

Name / Title: _____

Date: _____

Notice Address / Email: _____

GUARANTOR

Crop Farmers International, LLC, a Wyoming limited liability company

By / Signature: _____

Name / Title: _____

Date: _____

Notice Address / Email: _____

EXHIBIT A — DESIGNATED 150-ACRE LEASED PREMISES

Attach the final map here. The map should identify, at minimum:

- Boundary of the approximately 150 leased acres
- Parcel number(s) and county/city
- Road and gate access
- Barns, brooder building, handling areas, and other included structures
- Water sources, ponds, springs, wells, and major utility points
- Pasture/paddock areas and any excluded zones
- Shared roads or areas retained for Landlord use
- Any residence, family-use area, timber tract, wetland, or other land specifically excluded from the lease

[INSERT SIGNED MAP / GIS / SURVEY IMAGE HERE]

Landlord initials: _____ Tenant initials: _____ Date: _____

EXHIBIT B — RESPONSIBILITY AND IMPROVEMENT SCHEDULE

Item	Landlord Responsibility	Tenant Responsibility
Major perimeter fencing	_____	_____
Interior/temporary fencing	_____	_____
Roads and gates	_____	_____
Barn structural repairs	_____	_____
Utilities	_____	_____
Water systems	_____	_____
Pasture improvement	_____	_____
Snow/storm cleanup	_____	_____
Waste/manure handling	_____	_____
Permanent improvements	_____	_____
Property taxes	_____	_____
Property insurance	_____	_____

Counsel review note: Virginia Code § 11-2 generally requires signed written evidence for a lease of real estate for more than one year and for a promise to answer for another's debt/default. The final lease and CFI guaranty should therefore be reviewed and executed in a form appropriate for the actual term and property.

EXHIBIT C — RENT SUPPORT SCHEDULE

The parties negotiated the following base rent for a whole-farm operating lease. This schedule is intended to document the commercial reasoning behind the related-party lease; it is not an appraisal.

Component	Lease Value Consideration	Treatment
Underlying pasture/acreage	Approximately 150 designated acres	USDA pasture cash-rent data is used only as a low baseline; it does not price the full operating package.
Agricultural operating rights	Cattle, swine, poultry, eggs, rotational grazing, feed/storage and farm operations	Adds value beyond a grazing-only lease.
Access and internal roads	Farm access for livestock, employees, feed, equipment, deliveries and service providers	Included to the extent shown on Exhibit A.
Water resources	Use of designated springs, ponds, wells or water points	Included only where shown/authorized.
Existing structures/infrastructure	Designated barns, brooder/handling areas, fencing, gates and storage	Included only as specifically identified in Exhibits A and B.
Commercial operating use	Subscription fulfillment, farm boxes, delivery staging and other lawful farm-to-family activity	Permitted subject to law and the Lease.
Negotiated annual base rent	\$18,000 per full paid lease year	\$1,500/month beginning Month 13; same base rent during exercised options unless changed by written amendment.
Initial term	3 years	Months 1-12 rent-free; Months 13-36 at \$1,500/month.

Benchmark note: USDA/NASS county cash-rent statistics measure land rented for agricultural use and are useful as a baseline, but this Lease includes a broader operating package. The negotiated rent should be reviewed if the actual mapped acreage, included structures, water rights, access rights, or operating privileges materially change.

EXHIBIT D — TERM AND OPTION SCHEDULE

Period	Years	How It Starts	Tenant / CFI Exit Right
Initial Term	1-3	Effective Date / Commencement Date	Any time on 90 days' written notice
First Option	4-6	Tenant notice at least 90 days before Year 3 expiration	Any time on 90 days' written notice

Second Option	7-9	Tenant notice at least 90 days before Year 6 expiration	Any time on 90 days' written notice
Third Option	10-12	Tenant notice at least 90 days before Year 9 expiration	Any time on 90 days' written notice

Maximum potential occupancy: 12 years. The renewal options belong to Tenant. Exercise of an option does not eliminate the separate 90-day convenience termination right.