



CROP FARMERS INTERNATIONAL

AMENDED AND RESTATED OPERATING AGREEMENT

2026 Governance & Operating Model Draft

Company	Crop Farmers International, LLC, a Wyoming limited liability company ("CFI" or the "Company")
Founding Members	Elkmont Holdings LLC / Schroeder Family Trust
Consumer Brand	Appalachia's Farmhouse
Operating Base	CFI: Wyoming parent company Appalachia's Farmhouse LLC: Virginia operating subsidiary
Status	Discussion draft for review by Company counsel; not an executed agreement

This draft consolidates the founding governance terms with the operating, brand, processing, subscription, reserve, investor, and expansion framework developed through August 2026.

Drafting Note and Legal Review

Important: This document is a business draft prepared to organize the members' current intentions. It is not a substitute for advice from a licensed attorney and should not be signed until Company counsel confirms the Company's exact state of formation, tax classification, securities treatment, investor documents, property/collateral structure, and any required amendments to the Articles of Organization.

- CFI will be organized as a Wyoming limited liability company. Company counsel should conform this Agreement to the Wyoming Limited Liability Company Act and the Company's filed Wyoming formation documents.
- The \$400,000 borrowed-capital transaction should be documented separately through a promissory note, any security/collateral documents, a unit grant or subscription agreement for the 8,000 gifted units, and any required disclosures. The \$400,000 transaction includes borrowed capital and a separate 8,000-unit ownership grant, subject to final documents and required approvals.
- If the proposed 8,000 gifted units close, they should be documented as an equity/unit grant representing 8.0% ownership in perpetuity, separate from the \$400,000 borrowed capital. Schedule A should be updated to reflect the issued units and voting/economic rights established by the final documents.

Current Business Structure Incorporated into This Restatement

Structure	Current CFI Framework
Parent company	Crop Farmers International, LLC — Wyoming parent company governing ownership, capital, strategy, IP, standards, finance, and expansion.
Consumer brand	Appalachia's Farmhouse LLC — Virginia wholly owned subsidiary (100% owned by CFI) and primary customer-facing operating brand.
Founding governance	Founding ownership and Operating Agreement exist only at the CFI Wyoming parent level; Appalachia's Farmhouse LLC is not a founding member.
Operations	Diversified beef, pork, poultry, eggs, subscriptions/pre-sales, processing coordination, cold-chain management, and future partner farms.
Financial discipline	Enterprise-level unit economics, working-capital protection, debt-paydown reserve, and a long-term operating reserve objective of approximately \$200,000.

AMENDED AND RESTATED OPERATING AGREEMENT

This Amended and Restated Operating Agreement (this “Agreement”) is entered into effective as of _____, 2026, by and among the persons and entities listed on Schedule A (collectively, the “Members”) with respect to Crop Farmers International, LLC, a Wyoming limited liability company (“CFI” or the “Company”).

The Members desire to restate the Company’s governance and operating framework to reflect the business model developed since formation, including the Company’s farm-to-family platform, the Appalachia’s Farmhouse consumer brand, diversified livestock operations, subscription and pre-sale programs, USDA-inspected processing relationships, direct-to-consumer sales, debt-management priorities, reserve policy, future investors, and qualified partner-farm expansion.

Accordingly, the Members agree as follows:

ARTICLE I — ORGANIZATION, PURPOSE, AND BRAND ARCHITECTURE

1.1 Formation. The Company shall be organized and maintained as a Wyoming limited liability company under the Wyoming Limited Liability Company Act. The Members shall maintain CFI in good standing in Wyoming and authorize Company counsel to conform this Agreement to CFI's Wyoming Articles of Organization and all required state filings.

1.2 Principal Office. CFI may maintain its principal executive office at a location selected by the Managers. Its agricultural and consumer operations may be conducted principally through its wholly owned Virginia subsidiary, Appalachia's Farmhouse LLC, and at other approved locations.

1.3 Business Purpose. The Company may engage in any lawful business, with its principal purpose being to build and operate a scalable farm-to-family agricultural platform that coordinates livestock production, farm products, processing, packaging, cold storage, subscriptions, e-commerce, direct sales, delivery, marketing, partner farms, and related services.

1.4 CFI Parent Company. Crop Farmers International is the parent operating platform. CFI shall own or control the systems, standards, customer data, commercial relationships, brand rights, intellectual property, partner-farm standards, and financial infrastructure used to scale the business.

1.5 Appalachia's Farmhouse LLC — Virginia Wholly Owned Subsidiary. Appalachia's Farmhouse LLC shall be organized in Virginia as a wholly owned subsidiary of CFI, with CFI owning one hundred percent (100%) of its membership interests. Appalachia's Farmhouse LLC shall serve as the principal customer-facing operating company and brand for packaged food, subscriptions, farm boxes, e-commerce, delivery, marketing, and related Virginia consumer operations. Appalachia's Farmhouse LLC is not a Member of CFI and is not governed as a founding owner under this Agreement.

1.6 Subsidiaries and Additional Entities. CFI may form, own, acquire, or dissolve subsidiaries, register trade names, license brands, or establish affiliated operating entities when approved in accordance with Article VI. Unless otherwise unanimously approved, CFI shall retain direct or indirect controlling ownership of core operating subsidiaries.

ARTICLE II — MEMBERS, UNITS, AND CAPITALIZATION

2.1 Initial Founding Interests. Before any approved outside issuance, the founding economic and voting interests are intended to be held equally by Elkmont Holdings LLC and the Schroeder Family Trust, fifty percent (50%) each. Schedule A shall state the legally effective unit count and ownership after counsel confirms capitalization.

2.2 Initial Unit Framework. For internal planning, the Company has used a 100,000-unit founding framework. Unless counsel recommends a different capitalization, 50,000 founding units may be attributed to each Founding Member before approved dilution.

2.3 Future Equity Pool. The Members may authorize up to 30,000 additional units, or such other amount unanimously approved, for investors, strategic partners, employees, management incentives, or acquisitions. No issuance is effective unless the percentage dilution and post-closing ownership are stated in a written amendment to Schedule A.

2.4 Proposed 8,000 Gifted Units. The Company's current \$400,000 financing plan contemplates a proposed grant of 8,000 CFI units, representing 8.0% ownership in perpetuity, as a separate ownership kicker to the borrowed-capital note. The precise class, voting rights, transfer restrictions, securities disclosures, dilution treatment, and distribution rights of those units must be fixed in definitive documents before issuance.

2.5 No Guaranteed Distribution. The 8,000 gifted units represent ownership, but they do not guarantee a fixed annual payment or a fixed distribution. Distributions shall be made only from available distributable cash after applicable reserves, taxes, debt obligations, operating needs, and approved Company expenses are satisfied or properly reserved.

2.6 Additional Capital Contributions. No Member is required to make additional capital contributions unless that Member separately agrees in writing. Failure to contribute additional capital shall not cause automatic forfeiture or dilution unless a written financing action approved under this Agreement expressly provides otherwise.

2.7 Loans by Members. A Member or affiliate may lend money to the Company only under written terms approved as a Reserved Matter. Member loans are debt and are not treated as capital contributions unless expressly converted by written agreement.

ARTICLE III — MANAGEMENT STRUCTURE AND OPERATING RESPONSIBILITIES

3.1 Manager-Managed Structure. The Company shall be manager-managed to the extent permitted by its state of formation. The Founding Members shall each designate one Manager while each retains a material ownership interest, subject to any amendment approved under this Agreement.

3.2 Officers and Initial Management Roles. John Schroeder shall serve as Chief Executive Officer (CEO) of CFI, with primary responsibility for company strategy, commercial execution, marketing, online sales, customer acquisition, capital relationships, and expansion. Frank Segreti shall serve as Chief Operating Officer (COO) of CFI, with primary responsibility for ranch operations, livestock, land stewardship, pasture, production planning, infrastructure, processing coordination, and on-site execution. Both officers remain subject to the Reserved Matters and approval requirements in this Agreement.

3.3 Shared Executive Responsibility. Material budgeting, financing, expansion, brand licensing, partner-farm admission, major capital expenditures, investor relations, and Company-wide strategy remain shared governance matters even when day-to-day execution is delegated.

3.4 Standard of Conduct. Managers shall act in good faith, use commercially reasonable judgment, protect Company assets and customer relationships, maintain required records, disclose material conflicts, and avoid using Company opportunities for personal benefit without disclosure and approval.

3.5 Delegation. Managers may hire employees, contractors, veterinarians, processors, accountants, attorneys, marketers, logistics providers, farm managers, and other professionals within an approved budget.

3.6 Emergency Authority. A Manager may spend beyond an approved line item when reasonably necessary to protect animal welfare, human safety, perishable inventory, insured property, regulatory compliance, or critical infrastructure, provided the other Manager receives prompt written notice and documentation.

3.7 Wholly Owned Subsidiary Governance. Appalachia's Farmhouse LLC shall be governed through CFI's ownership rights. CFI shall own one hundred percent (100%) of the Virginia subsidiary. The Managers of CFI shall cause the subsidiary to operate consistently with CFI budgets, standards, brand rules, debt covenants, reporting requirements, and Reserved Matters. Material actions by Appalachia's Farmhouse LLC that would be Reserved Matters if taken directly by CFI shall require the same CFI approvals.

3.8 Intercompany Agreements. CFI and Appalachia's Farmhouse LLC may enter into written management, intellectual-property license, services, product-purchase, lease, reimbursement, or other intercompany agreements. Such agreements should allocate revenue, costs, employees, inventory, assets, taxes, insurance, and liabilities in a manner approved by Company counsel and tax professionals.

3.9 Virginia Agricultural Lease. CFI is authorized to cause Appalachia's Farmhouse LLC to enter into a written agricultural and operating lease with Frank Segreti for approximately 150 acres of designated Virginia property. The lease shall have an initial three-year term plus three successive three-year renewal options exercisable by the subsidiary, for a maximum potential duration of twelve (12) years. The first twelve (12) months shall be rent-free to support startup solvency and infrastructure. Beginning Month 13, base rent shall be \$18,000 per full paid lease year, payable at \$1,500 per month, unless later amended in writing. Appalachia's Farmhouse LLC may terminate the lease at any time on ninety (90) days' written notice, and CFI, as its sole member, may direct the subsidiary to exercise that right. No future rent acceleration or early-termination fee shall arise solely from exercise of that contractual termination right. The leased premises shall be identified by map and supporting property description, and CFI may guaranty the lease obligations.

ARTICLE IV — AGRICULTURAL OPERATING SYSTEM

4.1 Diversified Enterprise Model. The Company shall manage beef, pork, poultry, eggs, subscriptions, and other approved farm products as separate operating and profit centers. Growth is intended to layer short-, medium-, and long-cycle revenue rather than depend on one annual livestock sale.

4.2 Beef Program. The current operating direction contemplates approximately 150 head in the initial scaled plan, expansion toward approximately 300 head by Year 3, a possible Year 2 addition of approximately 75 head, and calf production beginning as the breeding program matures. These figures are planning targets, not mandatory stocking levels.

4.3 Pork Program. The Company may operate a Duroc-based breeding and finishing program targeting approximately 125–200 finished hogs, subject to feed economics, processor capacity, customer commitments, labor, pasture conditions, and working capital.

4.4 Poultry Program. The current plan contemplates initial Cornish Cross placements around 1,000 birds with growth toward larger cycles only after mortality, feed conversion, processing capacity, labor, brooder space, pasture equipment, cold storage, and sales commitments support expansion.

4.5 Egg Program. Egg production may be used as a high-frequency customer and cash-flow channel. Management shall track feed cost, flock replacement, lay rate, packaging, spoilage, labor, and realized selling price per dozen.

4.6 Land and Forage Discipline. Livestock numbers shall be governed by actual forage availability, soil conditions, rainfall, slope, water, seasonal recovery, and pasture-management capacity rather than by revenue targets alone. Rotational grazing and enterprise stacking may be used when consistent with animal welfare and land stewardship.

4.7 No Growth Without Capacity. The Company shall not materially expand livestock placement solely because land is available. Management must consider customer demand, processor dates, cold storage, labor, feed, animal health, transport, and available working capital before expansion.

ARTICLE V — PROCESSING, FOOD INVENTORY, AND CUSTOMER FULFILLMENT

5.1 USDA-Inspected Resale Processing. For meat sold to consumers or commercial customers, the Company shall use processing and labeling pathways legally sufficient for resale. The current plan uses Anderson and Sons Meats in Abingdon, Virginia, for USDA-inspected processing where appropriate, subject to availability, pricing, and written processing arrangements.

5.2 Unit-Economics Tracking. For each livestock enterprise, the Company shall track live-animal or breeding basis, carrying costs, hanging weight where applicable, processing charges, packaged yield, packaging and labeling, delivery, realized selling price, and contribution margin.

5.3 Packaged Retail Value. The Company's financial model shall measure the value of finished packaged inventory and realized sales, not merely livestock-market value. Premium cuts, ground products, sausage/value-added products, bones, trim, shrink, unsold inventory, discounts, and spoilage must be included in blended realized pricing.

5.4 Cold Chain. Management shall maintain commercially reasonable refrigeration, freezer capacity, temperature controls, inventory records, sanitation procedures, and delivery practices appropriate to the product and applicable law.

5.5 Processing Capacity Risk. Production schedules should be aligned with confirmed processing dates. Management should maintain backup processing options where practical and avoid finishing animals without a commercially reasonable harvest and fulfillment plan.

ARTICLE VI — RESERVED MATTERS AND APPROVAL THRESHOLDS

The following actions (“Reserved Matters”) require the written approval of both Founding Members while each Founding Member holds at least twenty percent (20%) of the Company, unless the Members later adopt a different threshold in writing:

- Borrowing, guaranteeing, refinancing, or securing debt outside the approved annual operating budget or above a threshold set by annual written resolution.
- Issuing, redeeming, repurchasing, converting, or reclassifying membership units or admitting a new Member.
- Changing the economic, voting, dilution, transfer, or distribution rights of any class of units.
- Acquiring or selling real estate, granting a mortgage/deed of trust, or materially encumbering core ranch or Company assets.
- Approving distributions to Members other than tax distributions expressly authorized by this Agreement.
- Entering a merger, sale of substantially all assets, dissolution, bankruptcy filing, or material restructuring.
- Creating a subsidiary or materially licensing the CFI or Appalachia’s Farmhouse brands to a third party.
- Admitting a partner farm whose relationship creates material financial, regulatory, quality, or brand obligations.
- Entering a related-party transaction outside ordinary-course compensation or reimbursement.
- Changing the Company’s principal business model, tax classification, or state of organization.
- Approving annual capital expenditures or unbudgeted commitments above a threshold established by unanimous annual resolution.
- Settling material litigation or regulatory claims above a threshold established by unanimous annual resolution.

ARTICLE VI-A — REAL ESTATE DEBT ASSET AND RELATED-PARTY LOAN

6A.1 880 JD Pond Loan Asset; CFI as Lender; Frank Segreti as Borrower. For purposes of this Agreement, the “880 JD Pond Loan Asset” means the approximately Three Hundred Fifteen Thousand Dollar (\$315,000) principal real-estate debt obligation owed by Frank Segreti and secured by the First Deed of Trust/Mortgage encumbering the Virginia real property commonly referred to by the parties as “880 JD Pond,” together with the underlying promissory note, loan request, first mortgage/deed of trust, all addenda, amendments, modifications, extensions, renewals, assignments, security instruments, and other documents evidencing, modifying, or securing that indebtedness, as more particularly identified on Schedule H. CFI may acquire, originate, fund, or otherwise hold the 880 JD Pond Loan Asset. The underlying real property shall remain owned by Frank Segreti unless separately conveyed by a written real-estate instrument. CFI’s asset is the debt obligation and related lender/security rights—not ownership of the land itself.

6A.2 Company Asset. The 880 JD Pond Loan Asset shall be carried on CFI’s books as a Company asset in accordance with the accounting and tax treatment recommended by CFI’s accountants and counsel. Principal collections generally reduce the carrying amount of the loan asset; stated interest and other lender income are recognized in accordance with applicable accounting and tax rules.

6A.3 Minimum Three-Year Holding Period. Unless otherwise approved in writing as a Reserved Matter, CFI shall retain the 880 JD Pond Loan Asset as a Company asset for not less than three (3) years from the date CFI acquires or originates the debt. During that minimum holding period, Frank Segreti,

Elkmont Holdings LLC, or an affiliate shall have no unilateral right to compel a sale, assignment, payoff, or repurchase of the debt asset.

6A.4 Purchase Right After Holding Period. After expiration of the three-year minimum holding period, Frank Segreti and/or Elkmont Holdings LLC shall have the contractual right, subject to the governing loan documents and applicable law, to purchase or cause the purchase of the 880 JD Pond Loan Asset from CFI on terms documented in writing. Unless unanimously approved otherwise, the purchase price shall be no less than the then-outstanding principal, accrued and unpaid interest, reimbursable lender costs, and any other amount due under the loan documents.

6A.5 Interest, Premium, and Gain to CFI. Interest collected on the 880 JD Pond Loan Asset is Company lender income. To the extent CFI receives additional consideration on a sale, assignment, refinance, payoff, or purchase of the debt asset above the remaining principal balance and amounts already recognized as interest or lender income, that excess shall be recognized as Company gain or other income to the extent permitted by applicable accounting and tax rules. No Member has an individual right to such income or gain except through authorized Company distributions.

6A.6 Early Purchase by Agreement. The three-year minimum holding restriction applicable to the 880 JD Pond Loan Asset may be waived or shortened only by written approval of both Founding Members and any additional approval required by the governing loan documents or rights of an affected investor or lender.

6A.7 Related-Party Protections. Because Frank Segreti is the borrower and Frank Segreti and/or Elkmont Holdings LLC may later purchase the 880 JD Pond Loan Asset, all material terms of the note, collateral, interest, valuation, amendments, forbearance, release of collateral, sale, payoff, or repurchase shall be documented as related-party transactions and approved under the conflict and Reserved Matter provisions of this Agreement.

6A.8 Separate Loan Documents and Schedule H. The legal terms of the 880 JD Pond Loan Asset shall be stated in the underlying promissory note, Loan Request, First Deed of Trust/Mortgage, addendum or amendment documents, assignments, and other applicable security instruments. Schedule H is the master reference index for those documents and the encumbered parcels. This Agreement authorizes and governs CFI's ownership of the asset but does not replace the underlying loan instruments.

ARTICLE VII — FINANCIAL MANAGEMENT, CASH FLOW, AND RESERVES

7.1 Separate Books. The Company shall maintain complete books and records using a consistent accounting method selected with its tax and accounting professionals.

7.2 Enterprise Reporting. Management shall report revenue, direct costs, contribution margin, operating expense, and cash timing separately for beef, pork, poultry, eggs, subscriptions/farm boxes, and any material partner-farm or wholesale channel.

7.3 Working Capital Comes First. Cash shall first protect animal care, payroll, processing, taxes, insurance, product quality, and other critical operating obligations, followed by working capital reasonably required to complete committed production cycles.

7.4 Operating Reserve. The Company's long-term objective is to maintain an operating reserve of approximately \$200,000, subject to annual review based on scale, seasonality, debt, inventory, and risk. The reserve target is a policy objective and may be temporarily lower during an approved launch, acquisition, or debt-repayment period.

7.5 Debt-Paydown Reserve. While the 880 JD Pond Loan Asset, the CFI \$400K Borrowed Capital Note, or other material Company debt remains outstanding, management shall track debt obligations and dedicated repayment reserves separately. Planned excess realized cash may be swept to the applicable reserve after critical operating obligations and the next committed production cycle are protected.

7.6 CFI \$400K Borrowed Capital Note and 8,000 Gifted Units. Separate from the 880 JD Pond Loan Asset, the current outside-capital transaction contemplates a \$400,000 principal note issued by CFI bearing 12% simple annual interest, or \$48,000, for a total contractual maturity amount of \$448,000 at twelve (12) months, subject entirely to the definitive investor note and collateral documents. For clarity, the \$400,000 investor note is a CFI financing obligation; the approximately \$315,000 880 JD Pond Loan Asset is a separate lender asset held by CFI. The 8,000 gifted CFI units represent 8.0% ownership in perpetuity and are separate from the borrowed capital.

7.7 Cash-Flow Priority. The management priority during the note term is: (i) protect production and required obligations; (ii) fund the next committed production cycle; (iii) build the debt-paydown reserve; (iv) repay debt according to its terms and, when prudent, earlier; and (v) make allowed revenue-participation payments and member distributions only after obligations and approved reserves are protected and only as defined in final documents.

7.8 Preorders and Customer Deposits. Customer deposits, subscriptions, beef reserves, pork-share payments, and similar prepayments may be used to improve demand visibility and cash timing, but management must maintain sufficient product, cash, or production capacity to honor the related fulfillment obligation.

ARTICLE VIII — DISTRIBUTIONS AND TAX MATTERS

8.1 Distributable Cash. “Distributable Cash” means cash actually available after operating obligations, payroll, taxes, insurance, animal care, processing, inventory commitments, working capital, required debt service, approved reserves, and approved capital needs.

8.2 No Distribution of Projected Profit. Accounting profit, livestock inventory value, or projected future sales do not by themselves create a right to a distribution.

8.3 Distributions. Subject to applicable law and the foregoing priorities, distributions shall be made to Members according to their applicable economic interests unless a class-specific investment agreement approved under this Agreement provides otherwise.

8.4 Tax Distributions. The Managers may recommend reasonable tax distributions when Company taxable income is allocated to Members without corresponding cash distributions, subject to cash availability, lender restrictions, and advice of the Company’s tax professionals.

8.5 Withholding. The Company may withhold amounts required by law and treat them as distributed to the applicable Member to the extent permitted by law.

ARTICLE IX — EMPLOYEE AND MANAGEMENT PARTICIPATION

9.1 Profit-Sharing Objective. The Company may establish an employee or key-management profit-sharing program targeted at up to five percent (5%) of a defined distributable-profit pool, with eligibility generally beginning after two years of service, if unanimously approved by the Founding Members.

9.2 No Automatic Equity. Participation in a profit-sharing or incentive plan does not confer membership, voting rights, ownership, or transfer rights unless units are separately granted through written documents approved as a Reserved Matter.

9.3 Plan Terms. Any incentive plan should define eligibility, vesting, forfeiture, performance metrics, treatment on termination, and whether awards are cash, profits interests, phantom equity, or actual units.

ARTICLE X — INTELLECTUAL PROPERTY, BRAND, AND CUSTOMER DATA

10.1 Company Ownership. Except as expressly licensed to the Company in writing, all trademarks, trade names, websites, domains, customer lists, operating manuals, subscription systems, marketing assets, processing specifications, partner-farm standards, photographs created for Company use, and other business intellectual property developed for CFI or Appalachia’s Farmhouse shall be Company property.

10.2 Appalachia’s Farmhouse Ownership and Brand. CFI shall own one hundred percent (100%) of Appalachia’s Farmhouse LLC, a Virginia limited liability company, unless a later transfer is unanimously approved as a Reserved Matter. The Appalachia’s Farmhouse name, marks, customer-facing assets, e-commerce presence, subscription systems, and related consumer goodwill shall be owned by CFI or its wholly owned subsidiary as determined by counsel and documented by written assignment or license. No Member may separately exploit, encumber, transfer, or license the brand or subsidiary without Company approval.

10.3 Customer Data. Customer lists, subscription records, order histories, pricing, vendor terms, analytics, and marketing data are confidential Company assets and shall not be used outside the Company except as authorized.

ARTICLE XI — PARTNER FARMS AND SCALABLE EXPANSION

11.1 Capital-Light Expansion. CFI, as parent company, may expand through Appalachia's Farmhouse LLC, additional wholly owned subsidiaries, and qualified partner farms rather than owning every future acre. Partner relationships may include production contracts, licensing, purchase agreements, marketing services, fulfillment, standards programs, or other approved structures.

11.2 Admission Standards. A partner farm should not be activated until the Company documents minimum requirements for animal care, feed/forage practices, records, product specifications, processing, labeling, traceability, insurance, fulfillment, and customer-service standards.

11.3 Brand Protection. CFI may suspend or terminate a partner farm's right to use Company brands or customer channels when quality, animal welfare, regulatory, fulfillment, financial, or reputational standards are materially breached, subject to the applicable contract.

11.4 Milestone-Based Expansion. New regions, farms, livestock volume, personnel, and fixed overhead should be added only after the founding operation demonstrates repeatable unit economics, reliable processing, adequate reserves, and measurable customer demand.

ARTICLE XII — BOOKS, RECORDS, AND REPORTING

12.1 Monthly Internal Reporting. Management should maintain a monthly income statement, cash-flow report, livestock inventory/production status, sales by channel, accounts payable, processing commitments, and a forward cash-needs outlook.

12.2 Quarterly Member Review. At least quarterly, management shall review budget-to-actual performance, reserve levels, debt status, enterprise margins, customer/subscription performance, livestock inventory, processing capacity, and expansion readiness.

12.3 Investor Visibility. Where required by an approved investment agreement, an outside investor may receive a formal quarterly update and reasonable monthly access to designated Company operating records, including a controlled Google Drive or successor data room, subject to confidentiality and security procedures.

12.4 Inspection Rights. Members shall have inspection rights consistent with applicable law and may be required to protect confidential customer, employee, pricing, processor, and partner-farm information.

ARTICLE XIII — TRANSFERS, FAMILY PLANNING, AND SUCCESSION

13.1 Restricted Transfers. No Member may transfer, pledge, gift, assign, or otherwise dispose of units except as permitted by this Agreement and applicable law.

13.2 Permitted Family or Trust Transfers. A Founding Member may request approval to transfer units to an affiliated family trust, estate-planning vehicle, or controlled holding company, provided the transfer does not change ultimate control or circumvent transfer restrictions. The transferring Member remains responsible for causing the transferee to sign this Agreement.

13.3 Right of First Opportunity. Before a voluntary sale of founding units to an unrelated third party, the Company and then the non-selling Founding Member shall have a reasonable opportunity to purchase the offered units on substantially the same economic terms, subject to counsel's final drafting.

13.4 Death or Incapacity. The Members intend to preserve the family ownership foundation of CFI. Company counsel shall finalize buy-sell, trust, insurance, incapacity, and succession provisions so death does not unintentionally transfer management control to an unqualified or unintended person.

13.5 No Automatic Management Rights. A permitted transferee receives only the rights expressly transferred and does not automatically become a Manager or voting Member unless admitted under this Agreement.

ARTICLE XIV — CONFLICTS, RELATED-PARTY TRANSACTIONS, AND COMPENSATION

14.1 Disclosure. A Manager or Member with a material personal or affiliate interest in a proposed Company transaction shall disclose the material facts before approval.

14.2 Related-Party Approval. Material related-party transactions—including the 880 JD Pond Loan Asset involving Frank Segreti, any future purchase of that debt by Frank Segreti or Elkmont Holdings LLC, and the lease of approximately 150 acres from Frank Segreti to Appalachia's Farmhouse LLC—require written disclosure, documentation, and approval under the Reserved Matter procedures. The lease provides a 3-year initial term, three 3-year Tenant renewal options (maximum 12 years), a 12-month rent-free startup period, \$18,000 annualized base rent beginning Month 13, and a Tenant/CFI-controlled 90-day convenience termination right. The Company shall maintain commercially reasonable records supporting the related-party terms.

14.3 Compensation. Managers may receive reasonable compensation, management fees, reimbursements, or other benefits only as approved in the annual budget or by written Member approval. Compensation is separate from ownership distributions.

14.4 Company Opportunities. Material business opportunities arising directly from Company operations, customers, farms, processors, vendors, brands, or confidential information should first be offered to the Company unless the non-interested Members approve otherwise.

ARTICLE XV — DEADLOCK AND DISPUTE RESOLUTION

15.1 Direct Meeting. If the two founding sides are deadlocked on a Reserved Matter, the designated representatives shall meet in good faith and exchange written positions and supporting information.

15.2 Neutral Facilitation. If unresolved, the Members shall submit the issue to an agreed independent business neutral or mediator familiar with closely held businesses and, when relevant, agriculture.

15.3 Independent Arbitrator. If a defined governance deadlock remains unresolved after mediation, the issue may be submitted to a mutually agreed independent arbitrator under procedures finalized by Company counsel. The arbitrator's authority should be limited to the disputed Reserved Matter and should not permit rewriting the Company's fundamental economics unless both founding sides consent.

15.4 Emergency Relief. Nothing prevents a party from seeking temporary judicial relief when reasonably necessary to protect animals, perishable inventory, Company funds, intellectual property, confidential data, real property, or other assets from immediate material harm.

15.5 Buy-Sell Mechanism. Before execution, counsel should advise whether to include a shotgun, appraisal-based buy-sell, put/call, or other deadlock exit mechanism. No such mechanism is deemed agreed merely because this draft identifies the issue.

ARTICLE XVI — LIABILITY, INDEMNIFICATION, AND INSURANCE

16.1 Limited Liability. No Member or Manager is personally liable for Company obligations solely by reason of acting as a Member or Manager, except as provided by applicable law, a personal guarantee, or separate written agreement.

16.2 Indemnification. To the fullest extent permitted by applicable law, the Company shall indemnify Members, Managers, officers, and authorized agents for good-faith actions taken on behalf of the Company, excluding fraud, willful misconduct, knowing violation of law, or material breach of this Agreement.

16.3 Insurance. The Company should maintain insurance reasonably appropriate to its operations, which may include farm/ranch liability, property, commercial auto, product liability, workers' compensation, livestock or mortality coverage when economical, cyber/e-commerce, and management liability.

ARTICLE XVII — DISSOLUTION AND WINDING UP

17.1 Dissolution Events. The Company shall be dissolved upon an event required by applicable law or upon unanimous written approval of the Founding Members and any other approval required by the rights of an outstanding investor class.

17.2 Winding Up Priorities. Company assets shall be applied first to creditors and lawful winding-up expenses, then to reserves for contingent liabilities, and thereafter to Members according to their economic rights and applicable law.

17.3 Brand and Customer Assets. Any sale or disposition of CFI or Appalachia's Farmhouse intellectual property, customer data, subscription obligations, inventory, or partner-farm contracts during winding up must protect customer obligations and applicable privacy, food, and commercial requirements.

ARTICLE XVIII — AMENDMENTS AND MISCELLANEOUS

18.1 Amendments. Any amendment affecting founding control, dilution, distributions, transfer rights, investor rights, Reserved Matters, brand ownership, or dispute procedures requires written approval under Article VI and any separate class approval required by definitive investment documents.

18.2 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wyoming, including the Wyoming Limited Liability Company Act, as amended. Company counsel shall reconcile this Agreement with CFI's filed Wyoming formation documents and any nonwaivable statutory provisions.

18.3 Entire Agreement. When executed, this Agreement and its schedules supersede prior operating agreements and inconsistent oral understandings concerning Company governance, except separate written investment, employment, property, loan, or intellectual-property agreements that expressly remain in effect.

18.4 Severability. If a provision is held unenforceable, the remaining provisions remain effective to the maximum extent permitted by law.

18.5 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by legally effective electronic signatures.

18.6 Notices. Formal notices shall be delivered to the addresses or electronic notice destinations shown on Schedule A, as amended from time to time.

18.7 No Waiver. Failure to enforce a provision on one occasion does not waive future enforcement.

18.8 Further Assurances. The Members shall execute reasonably necessary documents to implement approved Company actions, capitalization, financing, intellectual-property ownership, and regulatory filings.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned intend to adopt this Agreement only after final review and approval by Company counsel and completion of all blanks and schedules.

ELKMONT HOLDINGS LLC

By: _____

Name: _____

Title/Capacity: _____

Date: _____

SCHROEDER FAMILY TRUST

By: _____

Name: _____

Title/Capacity: _____

Date: _____

SCHEDULE A — MEMBERS, UNITS, AND OWNERSHIP

This schedule must be finalized at signing and updated after any approved issuance, transfer, redemption, or conversion.

Member / Holder	Class	Units	Economic %	Voting %
Elkmont Holdings LLC	Founding Common	46,000*	46.0%*	46.0%*
Schroeder Family Trust	Founding Common	46,000*	46.0%*	46.0%*
CFI \$400K note holder / gifted-unit holder	Class / rights TBD by final documents	8,000	8.0%	TBD
Future approved pool	TBD	Up to 30,000 planning units	TBD	TBD

* Figures shown for the current business draft after the contemplated 8,000-unit ownership grant. Final class, voting rights, post-closing percentages, and any future sale of up to 30,000 approved units must be documented separately and approved under this Agreement.

SCHEDULE B — CURRENT OPERATING RESPONSIBILITY MATRIX

Area	Primary Lead	Governance / Controls
Ranch / livestock / pasture / infrastructure	Segreti	Budget, stocking gates, Reserved Matters remain shared
Marketing / e-commerce / customer growth	John Schroeder	Brand standards, pricing strategy, major contracts remain shared
Appalachia's Farmhouse consumer brand	Commercial lead with operating coordination	Owned/controlled by CFI
Processing / cold chain	Operations with commercial forecast	Processor dates tied to customer commitments
Finance / reserves / debt	Shared management + accounting professionals	Monthly reporting and Reserved Matter approvals
Partner farms	Shared	Admission standards + unanimous material commitments

SCHEDULE C — CASH-FLOW AND DISTRIBUTION WATERFALL

- 1. Pay current operating obligations, payroll, livestock care, processing, taxes, insurance, and critical compliance costs.
- 2. Protect working capital required to complete committed production cycles and customer obligations.
- 3. Build or restore the dedicated debt-paydown reserve while material acquisition debt remains outstanding.
- 4. Fund the approved operating reserve, with a long-term objective of approximately \$200,000 as scale and risk justify.
- 5. Fund approved capital expenditures, debt reduction, and milestone-based expansion.
- 6. Consider tax and discretionary Member/investor distributions from remaining Distributable Cash.

SCHEDULE D — ITEMS COUNSEL MUST FINALIZE BEFORE EXECUTION

- Confirm CFI's exact Wyoming legal name, Wyoming registered agent/office, filed Articles of Organization, and manager-managed status.
- Confirm the original Operating Agreement and identify every provision being superseded.
- Final unit capitalization and post-investor ownership math.
- Terms of the proposed 8,000 gifted units, including class, voting rights, economic rights, transfer restrictions, dilution treatment, securities disclosures, and remedies.
- Dilution protections, preemptive rights, and future-unit pool mechanics.
- Property ownership, ranch acquisition entity, intercompany leases, and any deed of trust/mortgage.
- Collateral and lien position securing the \$400,000 note; repayment source; default and cure terms.
- Buy-sell, death, incapacity, divorce, creditor, and succession procedures for founding ownership.
- Deadlock process: mediation, arbitration rules, venue, appointment mechanics, and whether a buy-sell backstop is included.
- Tax classification; partnership representative; tax distributions; basis and allocation provisions.
- Securities-law review for any outside unit issuance.
- Food, labeling, processing, subscription, privacy, employment, insurance, and partner-farm compliance documents.

SCHEDULE E — BUSINESS PRINCIPLES INCORPORATED INTO THE 2026 RESTATEMENT

Principle	Operating Meaning
Customer clarity	Families buy from Appalachia's Farmhouse; investors and partners understand CFI as the parent platform.
Margin before scale	Every enterprise is measured per head, per bird, per pound, or per dozen before expansion.
Cash conversion	Preorders, subscriptions, poultry/eggs, pork bundles, and beef reserves are used to reduce long cash gaps.
Retail value capture	Where lawful and economical, CFI captures packaged-food value rather than stopping at commodity livestock value.
Land stewardship	Stocking follows forage and water capacity; the land is not overloaded to satisfy a revenue forecast.
Processing discipline	Production is matched to confirmed USDA-inspected resale processing and cold-chain capacity.
Debt discipline	The 12-month acquisition note is treated as a visible cash-management priority.
Capital-light replication	Partner farms can expand production without requiring CFI to buy every future property.
Family-company governance	Equal founding interests require written thresholds, transparent records, and a neutral deadlock process.

SCHEDULE F — PARENT / SUBSIDIARY STRUCTURE

Entity	State	Ownership	Primary Function
Crop Farmers International, LLC (CFI)	Wyoming	Owned by CFI Members shown on Schedule A	Wyoming parent; governance, capital, investor rights, IP, strategy, financial controls, debt/note assets, guaranties, and partner-farm platform

Appalachia's Farmhouse LLC	Virginia	100% owned by CFI	Virginia wholly owned operating subsidiary; lessee of designated 150-acre farm operating area; packaged products, subscriptions, farm boxes, e-commerce, sales, delivery, and Virginia operations
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Operating Agreement scope: This Agreement governs CFI only. Appalachia's Farmhouse LLC shall have its own Virginia formation documents and any subsidiary operating agreement or written member consent appropriate for a single-member LLC, with CFI listed as its sole member.

SCHEDULE G — REAL ESTATE DEBT ASSET AND 150-ACRE OPERATING LEASE

Item	Party / Structure	Current Intent
Land ownership	Frank Segreti	Retains title to the underlying Virginia land.
Debt asset / lender	CFI LLC (Wyoming)	CFI holds the loan/note as a Company asset for at least 3 years unless otherwise unanimously approved.
Borrower	Frank Segreti	Obligated under separate note and any collateral documents.
Future debt purchase right	Frank Segreti and/or Elkmont Holdings LLC	May purchase the debt asset after the 3-year minimum holding period, subject to written purchase terms.
Operating lease	Frank Segreti → Appalachia's Farmhouse LLC	Approx. 150 acres; initial 3 years + three 3-year Tenant options (max 12 years); Months 1-12 rent-free; Month 13 onward \$1,500/month; Tenant/CFI may terminate at any time on 90 days' notice with no future rent acceleration or termination fee.
Lease guarantor	CFI LLC	CFI guarantees subsidiary lease obligations under separate written guaranty provisions.
Management	John Schroeder / Frank Segreti	CEO / COO respectively.

Counsel note: The promissory note, deed of trust/mortgage if any, debt-purchase option/right, and Virginia agricultural lease should be documented as separate instruments. This Operating Agreement establishes CFI authority and governance for those transactions.

SCHEDULE H — 880 JD POND LOAN ASSET

This Schedule is the controlling reference index for the real-estate debt asset commonly referred to within CFI documents as the “880 JD Pond Loan Asset.” The placeholder parcel identifiers below are temporary and must be replaced or confirmed against the actual county land records, recorded deed of trust/mortgage, survey, title work, and legal description before execution or reliance by a lender, investor, attorney, accountant, or title professional.

Reference Item	Current Draft Information
Defined name	880 JD Pond Loan Asset
Borrower	Frank Segreti
Lender / Asset Holder	Crop Farmers International, LLC (CFI), Wyoming
Current principal reference	Approximately \$315,000 — verify exact principal/balance at acquisition or assignment
Common property reference	880 JD Pond
Underlying instrument	First Deed of Trust/Mortgage — date, recording number and deed book/page TO BE INSERTED
Promissory Note	Date and original principal TO BE INSERTED
Loan Request	Date/version TO BE INSERTED
Addendum / Amendment	Date/version TO BE INSERTED
Assignment to CFI	Instrument/date TO BE INSERTED if CFI is acquiring an existing loan
Minimum CFI holding period	3 years unless otherwise approved under the Operating Agreement
Future purchase right	Frank Segreti and/or Elkmont Holdings LLC after minimum holding period, subject to definitive documents

Schedule H-1 — Parcel Reference Placeholders

Parcel Reference	Status	Acreage / Legal Description
000089	PLACEHOLDER — verify actual parcel identifier	TO BE INSERTED / CONFIRMED
0000225	PLACEHOLDER — verify actual parcel identifier	TO BE INSERTED / CONFIRMED
000137	PLACEHOLDER — verify actual parcel identifier	TO BE INSERTED / CONFIRMED
002143	PLACEHOLDER — verify actual parcel identifier	TO BE INSERTED / CONFIRMED

Document-control rule: once the First Mortgage/Deed of Trust, Promissory Note, Loan Request, Addendum/Amendment, assignment documents, and verified parcel data are inserted into Schedule H, all other CFI documents should refer to this transaction only as the “880 JD Pond Loan Asset” unless a full legal citation is specifically required.