

**SUMMARY OF LEASE TERMS
AGRARIAN TRUST AND BLACK SEED FARM**

Lessor:	Agrarian Land Trust, a California Nonprofit Public Benefit Corporation ("Agrarian")
Lessee:	Black Seed, LLC, a Washington Limited Liability Company D/B/A Black Seed Farms ("BSF")
Lease Term:	99 years
Leased Premises:	See EXHIBIT 2
Base Rent:	Abated for the first 3 years of operations, to be determined by Management Plan for the rest of the term.
Approved Use:	Agricultural Activities (as defined herein) as well as implementation of one or more of the following: (a) soil health, (b) flora, fauna, and habitat diversity, (c) sustainable grazing, foraging, and hay land, (d) a healthy ecosystem, and (e) to protect water quality and quantity.
Insurance Requirements:	Both parties shall name each other as additionally insured. See Article 11 .
Notices:	<p>If to Agrarian: Ian McSweeney Email: ian@agrariantrust.org CC: Addie Candib, acandib@farmland.org Address: P.O. Box 195 Weare, New Hampshire 03281</p> <p>If to BSF: Adasha Turner Email: admin@modestfamilysolutions.org Address: 7510 Olympic DR Unit B Everett, WA, 98203-6530</p>
Additional Terms:	The Puget Sound Agrarian Commons ("PSAC") is the identified decision-making committee in which all prior approvals and/or review under this Lease will be submitted. In addition, upon entering this Lease, BSF commits to joining the PSAC's decision making committee/board for the length of the Lease.

LEASE AGREEMENT

BY AND BETWEEN

**BLACK SEED LLC, A WASHINGTON LIMITED LIABILITY COMPANY
D/B/A BLACK SEED FARMS**

AND

**AGRARIAN LAND TRUST, A CALIFORNIA NONPROFIT PUBLIC BENEFIT
CORPORATION**

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AGREEMENT

THIS LEASE AGREEMENT ("Lease") is effective as of May 12, 2022 (the "Effective Date") by and between Agrarian Land Trust, a California Non-Profit public Benefit Corporation ("Agrarian"), and Black Seed, LLC, a Washington Limited Liability Company D/B/A Black Seed Farms ("BSF"). The Agrarian and BSF are collectively called the "Parties."

RECITALS

WHEREAS, the purposes of this Lease are in furtherance of current laws, including RCW 64.04.130 (providing that an interest in land to protect the land may be held by a Nonprofit nature conservancy corporation and classified as real property); RCW 64.04.175 (providing that easements established by dedication may not be extinguished without approval of the easement holder); and RCW 59.04.010 (requiring leases for a term longer than a year to be in writing, signed, and notarized), all as hereinafter amended.

WHEREAS, Agrarian is organized for public welfare purposes, per section 501(c)(3) of the Internal Revenue Code, including:

To hold title to real property in order to protect agricultural lands from real estate speculation, unsustainable development, and to promote the renewal of the living earth as the foundation of sustainable communities;

To hold title to real property to protect affordable agricultural land and housing access;

To protect ecological integrity on diversified farmland that serves local communities through cultural, educational, vocational, agricultural, spiritual, and recreational activities; and

To support, develop, and share equitable and ecologically responsible land care practices and models of agrarian livelihood.

WHEREAS, this Lease recognizes the land management and infrastructure improvements that prioritize an agrarian landscape and support other local businesses, especially women-led and BIPOC-led businesses (Black, Indigenous, and People of Color).

WHEREAS, the Parties acknowledge the ownership, conservation, and protection mechanisms and encumbrances that exist in: (a) the national Agrarian Trust and local Puget Sound Agrarian Commons ("PSAC") models; (b) development restrictions and/or other zoning protections.

WHEREAS, the Parties will strive to further develop and expand upon resource sharing agreements, recognizing that both Parties have shared philosophies and practices that can benefit cultural, educational, and vocational objectives.

WHEREAS, Agrarian wishes to provide to BSF long-term and affordable, non-extractive, and equitable access to agricultural premises to enable agricultural production, a viable business, and healthy soil for the long-term and BSF desires such use for such ends.

WHEREAS, BSF shares the purposes and goals of Agrarian and enters this Lease to further those charitable purposes.

NOW THEREFORE, BSF and Agrarian agree on all the terms and conditions of this Lease.

I. DEFINITIONS

1.1 "Agricultural Activities" means the broadest possible definition of agriculture including without limitation: production of feed, forage, grains, vegetables, fruit, and non-timber forest products; animal husbandry; and related agricultural purposes that support land and/or community health including agritourism, agri-education, land restoration and stewardship, and soil improvement.

1.2 "Base Rent" means the amount to be paid annually by BSF to Agrarian prior to the expiration of each Lease Year which will be first calculated at the end of the Initial Stage and incorporated into the Management Plan consistent with Article 2.1.

1.3 "Environmental Default" means any of the following by BSF: a violation of an Environmental Law; a release, spill, or discharge of a Hazardous Material on or from the Leased Premises; an environmental condition requiring responsive action; or an emergency environmental condition.

1.4 "Environmental Law" means any present and future law and any amendments (whether common law, statute, rule, order, regulation or otherwise), permits and other requirements or guidelines of governmental authorities applicable to the Leased Premises and relating to the environment and environmental conditions or to any Hazardous Material (including, CERCLA, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, 33 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 1101 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., and any so-called "Super Fund" or "Super Lien" law, any law requiring the filing of reports and notices relating to hazardous substances, environmental laws administered by the Environmental Protection Agency, and any similar state and local Laws, all amendments thereto and all regulations, orders, decisions, and decrees now or hereafter promulgated thereunder concerning the environment, industrial hygiene or public health or safety).

1.5 "Hazardous Materials" means: (a) synthetic pesticides; (b) asbestos and any asbestos containing material and any substance that is then defined or listed in, or otherwise classified pursuant to, any Environmental Law or any other applicable Law as a "hazardous substance," "hazardous material," "hazardous waste," "infectious waste," "toxic substance," "toxic pollutant" or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, or Toxicity Characteristic Leaching Procedure (TCLP) toxicity; (c) any petroleum and

drilling fluids, produced waters, and other wastes associated with the exploration, development or production of crude oil, natural gas, or geothermal resources; and (d) polychlorinated biphenyls, urea formaldehyde, radon gas, radioactive material (including any source, special nuclear, or by-product material), medical waste, chlorofluorocarbon, lead or lead-based product, and any other substance whose presence could be detrimental to the Leased Premises or hazardous to health or the environment.

1.6 "Lease Commencement Date" means the date on which the Leased Premises are delivered to BSF provided as follows: May 12, 2022.

1.7 "Leased Premises" means the land being leased to BSF as more particularly described in the Property Description at **EXHIBIT 2** and depicted in **EXHIBIT 3**, including driveway and well access conditioned on Agrarian's future installation of such improvements, otherwise no improvements are included.

1.8 "Lease Term" means the Ninety-Nine (99) Lease Years beginning from the Lease Commencement Date which will be the term of this Lease.

1.9 "Lease Year" means a period of twelve (12) consecutive months commencing on the Effective Date, and each successive twelve (12) month period thereafter.

1.10 "Management Plan" means a mutually agreed upon agreement that addresses the uses permitted and obligations established by this Lease, including agriculture, storage, management objectives, forest, habitat, Wild Lands, soil testing, Principles, and inclusion described in Article 3. The Management Plan will be produced within three years of the Lease Commencement Date.

1.11 "Operating Charges" means all expenses incurred in the operation, maintenance, and repair of the Leased Premises, including the following: (a) water, electricity, and other utility charges of every type and nature; (b) premiums and other charges for insurance and deductibles under such insurance policies; (c) any business, professional, and occupational license tax payable by the BSF with respect to the Leased Premises; (d) any costs to comply with legal or insurance requirements applicable to the Leased Premises; and (e) any other expense incurred in maintaining the Leased Premises including those related to the farming operations on the Leased Premises and/or use of BSF's equipment, inventory, or personal property.

1.12 "Real Estate Taxes" means: (a) all real estate taxes, special user fees, rates, and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are assessed against the Leased Premises; and (b) any other present or future taxes or governmental charges that are assessed against the Leased Premises which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by BSFs of the Leased Premises. Notwithstanding the foregoing, Real Estate Taxes do not include any inheritance, estate, gift, franchise, corporation, net income, or net profits tax assessed against Agrarian from the operation of the Leased Premises, including all costs, fees, taxes, and charges associated with Agrarian's other uses, subleases and/or all forestry or Agrarian-created agricultural products of the land.

1.13 “Stewardship Contribution” means something of value contributed by BSF for the purpose of Agrarian's proactive betterment of the Leased Premises and the activities permitted by this Lease to be made on such Leased Premises. The Stewardship Contribution will be dynamic and targeted as stewardship must be. The Stewardship Contribution shall be mutually agreed to by both Parties in writing and can be in a financial fee, goods, service, investment, management, time, or other valuable consideration.

1.14 "Wild Land" will primarily be managed for food and shelter production for wildlife, be primarily natural and may not be used for any agricultural and/or production purpose other than those stated in Section 3.7.

II. INITIAL STAGE OF LEASE

2.1 PSAC is the identified decision-making committee in which all prior approvals and/or review under this Lease will be submitted. In addition, upon entering this Lease, BSF commits to joining the Puget Sound Agrarian Commons decision making committee/board for the length of the Lease.

2.2 This lease includes a 3 year period in which rent will be abated by Agrarian and Agrarian will be responsible for all tax obligations (“Initial Stage”). The intent of the Initial Stage is to provide BSF’s community with the ability to connect to the land and establish trust over trauma with support from Agrarian. During the Initial Stage, BSF’s experiences will help to inform the Management Plan, which will be established at the end of the Initial Stage consistent with the terms of this Lease. During this period, BSF is encouraged to bring concerns to Agrarian as they arise, and the parties will work together to address such concerns. Each calendar year measured from the Effective Date, Agrarian shall draft terms reflecting agreements reached regarding such concerns. Subject to BSF’s approval of such terms, the Parties shall amend this Lease to include such terms.

2.3 Over the course of the Lease Term, BSF may make Improvements (as defined herein) to the Leased Premises including but not limited to buildings, and infrastructure so long as such improvements do not conflict with other terms of this Lease, including Article 9. For each Improvement, BSF may request, and Agrarian shall establish a fair method of compensating BSF or providing equity to BSF for such Improvements. In addition, the Management Plan may establish a method of providing BSF with equity in the land over the course of the Lease Term.

2.4 To Agrarian’s knowledge no improvements currently exist on the Leased Premises; however, Agrarian shall use best efforts to secure a street address for the Leased Premises, and install a well and a driveway which BSF may use once installed. Agrarian and BSF may install signs advertising their organizations’ connection to the Leased Premises conditioned on such signs’ conformance with all applicable laws. BSF has identified a water spigot on the Leased Premises which was unknown to Agrarian. The Parties shall investigate the origin of the spigot, and reach an agreement regarding what will be done with or to it.

2.5 As soon as practicable, Agrarian shall cause a survey of the property to be conducted which provides BSF with a clear understanding of where the property lines are. Such survey is

intended to address issues with neighbors' unpermitted use of the Leased Premises. Other than those easements outlined in **EXHIBIT 2**, Agrarian has no knowledge of any agreements with neighbors or easements held by neighbors permitting their use of the Leased Premises. Agrarian shall draft letters to each neighbor explaining that Agrarian has acquired title to the Leased Premises, that Agrarian does not grant neighbors a right to use or enter the Leased Premises, and that any agreement to the contrary must be negotiated with BSF. Agrarian shall assist BSF in communications with neighbors upon BSF's request.

2.6 Agrarian shall deliver the Leased Premises to BSF upon the signing of this Lease. The Leased Premises will be delivered as is.

2.7 Agrarian shall cause a title search to be performed and communicate the results to BSF.

2.8 Agrarian shall record notice of this Lease in the Island County book of deeds.

III. USE AND OCCUPANCY

3.1 Agrarian shall lease to BSF, and BSF shall lease from Agrarian the Leased Premises upon the conditions and covenants set forth in this Lease.

3.2 BSF shall use and occupy the Leased Premises for Agricultural Activities. BSF shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will constitute Waste or nuisance. BSF shall comply with all present and future laws concerning the use, occupancy, and condition of the Leased Premises and all machinery and equipment used thereon at BSF's sole expense. BSF shall obtain, renew, and provide copies to Agrarian, with Agrarian's assistance which may not be withheld on BSF's request for assistance, all entitlements, permits, and approvals required for BSF's use or occupancy of the Leased Premises. Use of the Leased Premises is subject to all covenants, conditions, and restrictions of record. BSF may access the Leased Premises at any time.

3.3 The Leased Premises will be managed to achieve some or all of the land objectives described below, including: (a) soil health, (b) flora, fauna, and habitat diversity, (c) sustainable grazing, foraging, and hay land, (d) a healthy ecosystem, and (e) to protect water quality and quantity.

3.4 The Leased Premises will be maintained in sod, for use as productive hay and pasture grazing land, with the exception of land: (a) in food production agriculture; (b) planted in cover crop to address soil restoration, improvement, and overall health; (c) for a land management objective, including forestry and pollinator habitat; (d) managed for agroforestry; and/or (e) that is converted for development or infrastructure, as allowed by this Lease.

3.5 The Leased Premises will be maintained in "Active Agricultural and Active Ecosystem Stewardship" at all times. BSF shall define this term in the Management Plan, which shall include grace periods to support personal, climate, and business considerations.

3.6 Notwithstanding any other term of this Lease, BSF may use existing forest and Wild Land for rotational grazing and foraging only if soil health and compaction is monitored and maintained at appropriate markers as determined through collaboration with Whidbey Conservation District, Natural Resources Conservation Services, or other similar organization. Agrarian may request that BSF carry out such monitoring consistent with the terms of the Management Plan. Rotational grazing and foraging on existing forest or Wild Lands will utilize temporary electric fence(s) for no longer than 6 months each year, followed by nutrient-rich wildlife mix cover crop and an appropriate rest.

3.7 The Parties shall reach an agreement regarding soil testing requirements in the Management Plan. Such agreement might address issues including without limitation: type(s) of soil testing to be carried out, events that trigger soil testing requirements, Agrarian's right to request soil samples, regular intervals for soil testing, and maintenance reports to be provided to Agrarian.

3.8 BSF shall adhere to Ecosystem Standards, and Farm Standards provided in **EXHIBIT 6**.

3.9 Notwithstanding the rights to reasonable self-defense from parties or actions posing immediate physical danger to persons or the Leased Premises, BSF shall use the Leased Premises in a manner so as not to cause harm to others, including workers, or to support activities that intentionally seek to denigrate, demean, or discriminate against persons on the basis of race, ethnicity, gender identity and expression, sexual orientation, class)background or identity, age, ability, or religion.

3.10 Subject to this Lease, so long as BSF performs its obligations under this Lease, BSF has the right to not be disturbed in its possession of the Leased Premises by Agrarian, any management agent contracted by Agrarian, or any other person lawfully claiming a right to possession through or under Agrarian, except for inspection pursuant to Article 10.

3.11 The Parties shall, within 3 years of the Effective Date of this Lease, develop a mutually agreeable Management Plan that will be incorporated into this Lease as **EXHIBIT 4**.

3.12 BSF may extract groundwater, including drilling wells, and surface water, so long as such water use: (a) is necessary to accomplish the permitted uses; (b) is otherwise consistent with this Lease; and (c) complies with all applicable laws. Agrarian shall provide BSF with written documentation of water rights within one month of the Lease Commencement Date.

3.13 Any policy regarding public access to the Leased Premises is to be determined jointly by Agrarian and BSF and included in the Management Plan.

3.14 The Parties shall update the Management Plan at least every 5 years and shall also update it upon the occurrence of any significant change of circumstances. Absent a significant change of circumstances, this update requirement is not intended to be onerous. If circumstances have changed only minimally, the update may be limited to brief conference between the Parties resulting in a brief writing that circumstances have changed only minimally and the plan in force will continue in force.

IV. TERM

4.1 The term is ninety-nine (99) Lease Years, beginning on the Effective Date and terminating on May 12, 2121 unless terminated sooner. Any lots/land added to the Leased Premises, regardless of when they are added, will run continuously with this term.

4.2 This Lease is intended to be a flexible framework that will allow the Parties' relationship to grow without having to renegotiate its terms. Changes can be made in the Lease pursuant to Sections 4.3 below.

4.3 BSF and PSAC shall meet at a mutually agreed upon time and location or digital workspace to review the terms of this Lease every 5 years and at the request of either party to be sure that both Parties are reasonably satisfied with the terms and that they continue to accurately reflect the mutual understanding of BSF and PSAC. However, if a different standard for the frequency of such reviews is established by the Management Plan, then the Management Plan shall dictate the frequency. Such review may cover issues including but not limited to the following: addressing changes to the terms of this Lease, changes in the conditions of the Leased Premises, planned improvements requiring approval under Article 9 of this Lease, and any concerns PSAC, Agrarian or BSF wish to share with one another.

4.4 In the event that ownership of, or title to, the Leased Premises is conveyed or transferred, voluntarily or involuntarily, by Agrarian to any other person or entity, this Lease shall not cease, but shall remain binding and unaffected.

V. OPERATING CHARGES, STEWARDSHIP CONTRIBUTION, AND REAL ESTATE TAXES

5.1 After the Initial Stage, BSF shall pay the Base Rent, all Operating Charges, the Stewardship Contribution, and all Real Estate Taxes, all as subsequently defined to Agrarian. Unless a different agreement is reached in the Management Plan, with such agreement taking precedence, the Base Rent and Stewardship Contribution will be reassessed by mutual agreement of the Parties in writing: (a) at least every 5 years, or (b) if sooner than 5 years, when a significant change occurs with farm productions and operations; sales, market, or community; and/or stewardship needs or goals. During the Initial Stage, Agrarian will determine whether a property tax exemption is possible, appropriate, and will be applied for, and this determination will be incorporated into the Management Plan.

5.2 The Parties shall devise a mechanism in the Management Plan to determine periodic rent increases over the course of the Lease Term which are fair to both Parties. The Base Rent considers farm viability, ecological stewardship, and Agrarian management. The intent of the Base Rent is to cover all expenses relating to ownership and stewardship of Agrarian, including (a) administrative costs; (b) to contribute to the long-term sustenance of Agrarian and its mission; and (c) to provide BSF long-term and affordable, non-extractive, and equitable agricultural premises to enable agricultural production, a viable business, and healthy soil for the long-term. The Base Rent can be reduced by the amount of the Indigenous solidarity payment if one or more is established in the Management Plan. All other payments due to Agrarian are collectively additional rent.

5.3 To the extent possible, BSF shall be billed directly for Operating Charges and Real Estate Taxes and pay directly to the bill/invoice issuer. To the extent not possible for BSF to be billed and pay directly, Agrarian shall be billed and pay the bill/invoice issuer in the first instance. In such a case, BSF shall reimburse Agrarian the amount of the Operating Charges and Real Estate Taxes that are incurred by Agrarian during the Lease Term. Agrarian shall submit a statement, at least quarterly, setting forth such Operating Charges and Real Estate Taxes to BSF. BSF shall pay to Agrarian the full amount of such Operating Expenses and Real Estate Taxes within 60 days after BSF's receipt of such statement. BSF's obligations under this Section incurred up to the expiration or earlier termination of this Lease shall survive the expiration or earlier termination of this Lease.

5.4 BSF may contest the amount or validity of any Operating Charges and Real Estate Taxes on the Leased Premises. Agrarian may, upon written request by the BSF, join in any such proceedings if Agrarian reasonably determines that it is necessary or convenient for Agrarian to join for BSF to prosecute such proceedings. BSF shall pay all costs and expenses of such proceedings.

5.5 From and after notice (by the taxing authority having jurisdiction, or by Agrarian) that the BSF is delinquent in payment of any taxes, Agrarian may require that some or all of such payments be made to Agrarian as an additional payment, with payment due monthly in an amount (the "Advance Tax Payment") determined by Agrarian based on its estimate of the taxes to be escrowed so that Agrarian will hold a sufficient amount to pay all such taxes not less than 30 days prior to the date on which such items become due and payable. Agrarian shall keep Advance Tax Payments in a tax escrow account. Such tax escrow account may contain funds collected for such purpose from other BSFs of Agrarian. Agrarian is not entitled to any interest on the payments made. BSF's failure to make Advance Tax Payments as a remedy to the event of failure to pay taxes described herein constitutes a default as described in Article XV of this Lease Agreement. The curing of such default must proceed according to Article XV and must include a repayment plan with Agrarian for all payments Agrarian made on behalf of BSF.

5.6 BSF shall pay before delinquency any business, rent, or other taxes or fees that are now or hereafter levied, assessed, or imposed upon BSF's use of the Leased Premises, the conduct of BSF's farming operations on the Leased Premises, or the use of BSF's equipment, inventory, or personal property. If any such tax or fee is enacted or altered so that such tax or fee is levied against Agrarian or so that Agrarian is responsible for collection or payment thereof, then BSF shall pay as additional rent the amount of such tax or fee.

VI. ENVIRONMENTAL INDEMNIFICATION AND WASTE

6.1 BSF shall not cause or permit any Hazardous Materials to be generated, used, released, stored, or disposed of in or about the Leased Premises in such a way as to cause environmental damage. Failure to comply with the terms of this Section 6.1 shall constitute a default as described in Article 14 of this Lease Agreement. At the expiration or earlier termination of this Lease, BSF shall surrender the Leased Premises to Agrarian free of Hazardous Materials and in compliance with all Environmental Laws.

6.2 Notwithstanding any termination of this Lease, BSF shall indemnify and hold Agrarian harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by BSF in or about the Leased Premises. In addition, BSF shall give Agrarian immediate verbal and follow-up written notice of any actual or threatened Environmental Default, as subsequently defined, which Environmental Default BSF shall cure in accordance with all Environmental Laws and to the satisfaction of Agrarian and only after BSF has obtained Agrarian's prior written consent, which shall not be unreasonably withheld. Upon any Environmental Default, in addition to all other rights available to Agrarian under this Lease, at law or in equity, Agrarian shall have the right but not the obligation to immediately enter the Leased Premises, to supervise and approve any actions taken by BSF to address the Environmental Default, and, if BSF fails to immediately address same to Agrarian's satisfaction, to perform, at BSF's sole cost and expense, any lawful action necessary to address same. If any governmental agency requires testing to ascertain whether an Environmental Default is pending or threatened, then BSF shall pay the reasonable costs as additional rent. Promptly upon request, BSF shall execute from time-to-time affidavits, representations, and similar documents concerning BSF's best knowledge and belief regarding the presence of Hazardous Materials on the Leased Premises.

6.3 In addition to Section 6.1 and 6.2, BSF shall also refrain from committing any type of Waste on the Leased Premises. Acknowledging that improvements have a limited lifetime, "Waste" is considered beyond normal wear and tear to the property, and consists of the following: (a) voluntary waste occurs if BSF intentionally or negligently causes harm to the land or other assets depleting any and all-natural resources; (b) BSF is passively negligent, failing to maintain the property physically or financially (e.g. failure to pay property taxes, violation of conservation easement, non-report of mold in homes or buildings); (c) BSF makes unauthorized improvements to the Leased Premises (e.g. constructing a building in violation of the terms of this Lease or converting agricultural zoned land to commercial use); (d) BSF commits waste (e.g. extracting minerals, eroding the soil, or heavy application of deadly fertilizer) (collectively, "Waste").

6.4 If BSF commits any type of Waste on the property referenced in Section 6.3 and all dispute resolution provisions have been exhausted per Article 18.4, the BSF may opt for a no-fault termination of the Lease whereby the BSF must vacate the property. In addition to the remedies described in Article 14 and if BSF does not opt for no-fault termination of this Lease in such a scenario, then Agrarian may commence a lawsuit, including against BSF, to recoup monetary damages and/or possession of the Leased Premises. The BSF will also be held responsible for any Waste committed by all assignee(s), visitor(s), and/or temporary guest(s).

6.5 Agrarian does not lease to the BSF the right to remove, mine, or extract from the Leased Premises any minerals, including any form of oil, gas, or coal, lying within or beneath the surface. Ownership of such minerals remains with Agrarian, and Agrarian shall not remove any such minerals from the Leased Premises or lease the mineral rights to any entity.

VII. ASSIGNMENT, SUBLETTING, AND FINANCING

7.1 Subject to the terms and conditions of this Lease, BSF may assign, transfer, or otherwise encumber (collectively, "Assign") this Lease or all or any of BSF's rights hereunder or interests herein. Subject to the terms and conditions of this Lease, BSF may sublet, form a co-op, collect rent for housing, or permit anyone to use or occupy (collectively, "Sublet") the Leased Premises or any part thereof. If BSF Assigns or Sublets the Leased Premises, the sublessee, or other relevant entity or individual, shall agree in writing to be subject to all terms of this Agreement. BSF shall consult with Agrarian before it Assigns or Sublets the Leased Premises, and may not Assign or Sublet the Leased Premises without Agrarian's approval which may not be unreasonably withheld.

7.2 Except as allowed in this Lease, any event (whether voluntary, concurrent, or related) resulting in a dissolution, merger, consolidation, or other reorganization of BSF, or the sale or transfer or relinquishment of the interest of the Members who, as of the date of this Lease, own a controlling interest of the capital membership units of BSF, is an Assignment of this Lease subject to the provisions of this Article. In addition, a transfer of all or substantially all the assets of BSF, either by merger, consolidation, or otherwise is an Assignment. BSF may reorganize and transfer the Lease, in full.

7.3 Notwithstanding the foregoing Agrarian may assign, pledge, or otherwise encumber its interest in this Lease for financing purposes with the written consent of BSF as long as the lender subordinates its financing to this Lease Agreement.

7.4 This Lease is subordinate to any existing or future deeds of trust or mortgages.

7.5 Agrarian may require BSF to provide up to one estoppel per year.

VIII. MAINTENANCE AND REPAIRS

8.1 BSF, at BSF's sole cost and expense, shall promptly make all repairs, perform all maintenance, and make all replacements in and to the Leased Premises that BSF is the primary user of to keep the Leased Premises in good, safe, farmable condition, and otherwise in accordance with all laws and the requirements of this Lease. BSF shall suffer no Waste or injury to any part of the Leased Premises, and shall, at the expiration or earlier termination of the Lease Term, surrender the Leased Premises in an order and condition equal to or better than the order and condition on the Effective Date, except for ordinary wear and tear and damage by the elements. Except as otherwise provided, BSF shall repair, or cause to be repaired, all damage to the Leased Premises caused by any act or omission of BSF, at BSF's expense, except that Agrarian may, with written notification to the BSF, make any such repair and charge BSF for all reasonable costs and expenses incurred. In the event BSF is unable to make needed repairs, BSF shall so notify Agrarian immediately.

IX. IMPROVEMENTS

9.1 BSF is under no obligation to make any structural or other alterations, decorations, additions, improvements, or other changes (collectively, "Improvements") on or to the Leased

Premises. BSF shall obtain advance permission, approval, allowance, or similar from Agrarian to engage in a new land use, or make any Improvement as described in Section 9.2; however, BSF is not required to obtain such approval where such use or improvement would involve less than \$5,000 and less than 500 square feet of land and would not trigger the application any governmental approval or notice requirement.

9.2 Any Improvements made, shall be made as follows:

(a) If there is no other reviewing entity, the Improvements will be made after review and written consent by Agrarian, which may not be unreasonably withheld or delayed. Agrarian shall respond within 60 calendar days and if not, the request is automatically approved at the end of that period. If Improvements are made without the prior written consent of Agrarian, Agrarian may, at BSF's expense, remove and correct such Improvements and restore the Leased Premises to its condition immediately prior to the Improvements, or require BSF to do or cause the same.

(b) If approval is required from a municipal planning board, a holder of a conservation easement, or similar entity vested with decision-making jurisdiction, BSF shall seek such approval, contemporaneously providing a written copy of the request for such approval to Agrarian and then provide Agrarian a copy of the entity's decision. So long as the entity approves construction of the improvement, and the BSF has followed the requirements of this subparagraph, BSF need not obtain approval of Agrarian for construction of the Improvement approved by the entity.

9.3 All Improvements made by BSF, whether purchased, constructed, or installed, on any part of the Leased Premises at any time during this Lease become the property of BSF. So long as BSF is not in default under this Lease, BSF has the following rights with respect to Improvements: (a) BSF may remove any non-permanent Improvements, including, arbors, movable sheds, appliances, solar panels, and other structures not anchored permanently to below-grade foundations so long as BSF returns the land to its original condition, (b) BSF may remove permanent Improvements with the prior written consent of Agrarian, and (c) for all Improvements made by BSF and not removed from the Leased Premises, BSF may seek fair compensation pursuant to Article 2.2 and the Management Plan.

9.4 At the expiration or earlier termination of the Lease Term, if the Leased Premises is not returned to its original condition or in better condition than its original condition Agrarian may, at BSF's expense, repair all damage and injury to the Leased Premises caused by Improvements or require BSF to do or cause the same.

X. INSPECTION

10.1 Agrarian may inspect any part of the Leased Premises, except the interiors of fully enclosed buildings, at any reasonable time after notifying the BSF at least 48 hours before inspection. No more than 4 regular inspections may be carried out in a single year, except in the case of an emergency, a report of a potential Lease violation, or in the event of an ongoing Lease violation. In such exceptional cases, Agrarian may inspect any part of the Leased Premises

except the interiors of fully enclosed buildings, after making reasonable efforts to inform the BSF before inspection. Except in the event of an emergency, Agrarian shall use all reasonable efforts to minimize disruption to BSF's farming operations in connection with any such entry.

XI. INSURANCE

11.1 Throughout the Lease Term, BSF and Agrarian shall obtain and maintain, at a minimum, the following insurance:

(a) General liability insurance (written on an occurrence basis) including contractual liability coverage insuring the obligations assumed by BSF under this Lease in minimum amounts typically carried by prudent BSFs engaged in similar farming operations, but in no event may be in an amount less than \$1 Million Dollars (\$1,000,000.00) combined single limit per occurrence with a \$1 Million Dollar (\$1,000,000.00) annual aggregate.

(b) At least as required by law, worker's compensation insurance for all employees at or above minimum limits as defined by the law of the jurisdiction in which the Leased Premises is located (as the same may be amended from time to time).

11.2 The Parties shall adjust all insurances over the course of the Lease Term to match usual and customary practices by similar organizations, as it is not possible to delimit or predict an appropriate amount over the Lease Term.

11.3 All insurance must:

(a) Be issued by a company that is licensed to do business in the jurisdiction in which the Leased Premises is located, and that has been approved in advance by the Parties;

(b) Name the Parties as additional insured/loss payee;

(c) Contain an endorsement that such policy will remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss (both Parties hereby waiving their right of action and recovery against and releasing each other from any and all liabilities, claims, and losses for which they may otherwise be liable to the extent they are covered by insurance carried or required to be carried under this Lease);

(d) Provide that the insurer thereunder waives all right of recovery by way of subrogation against the Parties, in connection with any loss or damage covered by such policy;

(e) Be acceptable in form and content to the Parties;

(f) Contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance, or change in coverage without the insurer first giving the Parties 30 days' prior written notice (by certified or registered mail, return receipt requested) of such proposed action; and

(g) Not contain any deductible provision except for a commercially reasonable deductible.

11.4 Agrarian may from time to time require BSF to obtain higher minimum amounts, situational, or different types of insurance if it becomes customary for other Lessors of farmland to require similar-sized farms to carry insurance of such higher minimum amounts or of such different types of insurance.

11.5 The Parties shall deliver a certificate of all such insurance and receipts evidencing payment (and, upon request, copies of all required insurance policies, including endorsements and declarations) to each other concurrently with execution of this Lease and at least annually thereafter.

11.6 BSF shall give Agrarian immediate notice in case of fire, theft, or accident on the Leased Premises, and in the case of fire, theft, or accident on the Leased Premises if involving BSF.

11.7 Neither the issuance of any insurance policy required under this Lease, nor the minimum limits specified herein limits or restricts in any way BSF's liability arising under or out of this Lease.

11.8 In the event Agrarian is required to pay any sum that is the BSF's responsibility or liability, the BSF shall reimburse Agrarian for such payment and for reasonable expenses caused thereby.

XII. LIABILITY OF AGRARIAN

12.1 Except as otherwise set forth in Section 12.4, below, Agrarian is not liable to BSF or any other person or entity for any damage (including indirect and consequential damage), injury, loss, or claim (including claims for the interruption of or loss to business) based on or arising out of any cause whatsoever, including, interruption in the use of the Leased Premises; any accident or damage resulting from any use of the Leased Premises or the operation on the Leased Premises of equipment or apparatus; termination of this Lease by reason of damage to the Leased Premises; or any fire, robbery, theft, vandalism, mysterious disappearance, or any other casualty. Agrarian may terminate this Lease if a casualty affects more than a quarter of the Leased Premises and the Parties are unable to reach an agreement on how to redress the casualty after 180 days.

12.2 If any condition exists which may be the basis of a claim of constructive eviction, then BSF shall give Agrarian written notice thereof and a reasonable opportunity to correct such condition, and in the interim BSF may not claim that it has been constructively evicted or is entitled to a rent abatement.

12.3 Any Improvement or property placed by BSF on the Leased Premises is at the sole risk of BSF, and Agrarian may not in any manner be held responsible therefor. Any person receiving an article delivered for BSF is acting as BSF's agent for such purpose and not as Agrarian's agent.

12.4 Notwithstanding the foregoing Sections of this Article 12, Agrarian may not be released from liability to BSF for any physical injury to any person or property damage caused by the gross negligence or willful misconduct of Agrarian to the extent such injury or damage is not covered by insurance (a) carried by BSF or other person, or (b) required by this Lease to be carried by BSF.

12.5 Except to the extent caused by the gross negligence or willful misconduct of Agrarian, BSF shall reimburse Agrarian for (as additional rent), and shall indemnify, defend upon request, and hold them harmless from and against all costs, damages, claims, liabilities, expenses (including attorneys' fees), losses, penalties, and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, (a) use and occupancy of the Leased Premises or the farming business conducted therein, (b) any act or omission of BSF, (c) any breach of BSF's obligations under this Lease, including failure to comply with laws or surrender the Leased Premises upon the expiration or earlier termination of the Lease Term, or (d) any entry by BSF upon the Leased Premises prior to the Lease Commencement Date.

12.6 If BSF is awarded a money judgment against Agrarian, then recourse for satisfaction of such judgment is limited to execution against Agrarian's estate and interest in the Leased Premises. No other asset of Agrarian is available to satisfy or be subject to such judgment, nor may any such person or entity be held to have personal liability for satisfaction of any such claim or judgment.

XIII. CONDEMNATION

13.1 If all of the Leased Premises is taken by eminent domain or otherwise by government entities, or if so much of the Leased Premises is lost or damaged beyond repair (collectively, "Condemned"), then this Lease terminates on the day prior to the date BSF is required to give up possession of the Leased Premises and rent will be apportioned as of such date.

13.2 All awards, damages, and other compensation paid on account of such condemnation must be used for Agrarian and the continuation of its mission-aligned projects. Nothing in this Lease, however, prevents BSF from pursuing a separate claim against the authority for relocation expenses and for the value of crops, equipment, and personal property on the Leased Premises. Notwithstanding the foregoing, in the case of such Condemnation, the Parties may exercise their rights and responsibilities pursuant to Article 9 with respect to the disposition of Improvements upon termination of this Lease.

13.3 If this Lease is terminated because of damage, destruction, or taking, Agrarian shall take reasonable steps to allow BSF to enter into a lease on another parcel of land owned by Agrarian if such land can reasonably be made available. BSF understands there are numerous reasons why it may not be possible to make such land available and has no claim against Agrarian if such land is not made available.

XIV. DEFAULT

14.1 Each of the following constitute a "Default":

- (a) BSF's failure to make when due any payment or other fee; unless BSF notifies Agrarian, and both agree in writing hardship circumstances merit a reduction or waiver of payment or fee for an agreed upon timeframe;
- (b) BSF's failure to perform or observe any material covenant or condition of this Lease, and such failure continues for 10 days after Agrarian delivers written notice thereof to BSF;
- (c) BSF's failure to farm or failure to complete stewardship practices for more than 24 months, both pursuant to Article 3, unless BSF notifies Agrarian, and both agree in writing hardship circumstances merit waiver of such requirements. Agrarian specifically reserves the right to brush hog or otherwise maintain fields that BSF fails to farm or steward;
- (d) An Event of Bankruptcy as specified in Article 15
- (e) BSF's dissolution or liquidation;
- (f) Any Environmental Default as specified in Article 6;
- (g) Any subletting, assignment, transfer, mortgage, or other encumbrance of the Leased Premises, unless agreed to under Article 7; or
- (h) BSF's failure to comply with all applicable laws.

14.2 In the event of Default, even if prior to Lease Commencement Date, then Agrarian may terminate this Lease and initiate summary proceedings under applicable law against BSF. If necessary, Agrarian may proceed to recover possession of the Leased Premises under applicable laws, or by such other proceedings, including re-entry and possession, as may be applicable. If Agrarian elects to terminate this Lease and/or elects to terminate BSF's right of possession, everything contained in this Lease on the part of Agrarian to be done and performed ceases to have binding effect. Agrarian has additional rights and remedies to recover from BSF arrears of rent and damages from any preceding breach of any covenant of this Lease.

14.3 Whether or not this Lease and/or BSF's right of possession is terminated or any suit is instituted, BSF is liable for any Base Rent, additional rent, damages, or other sum which may be due or sustained prior to such default, and for all costs, fees, and expenses (including, brokerage fees, expenses incurred in enforcing any of BSF's obligations under the Lease, or in placing the Leased Premises in rentable condition, and advertising expenses) incurred by Agrarian in pursuit of its remedies hereunder, and/or in recovering possession of the Leased Premises and renting the Leased Premises to others.

14.4 Agrarian is in no event in default in the performance of any of its obligations under the Lease unless and until Agrarian has failed to perform such obligations within 60 days, or such additional time as is reasonably required to correct any default, after notice by BSF to Agrarian properly specifying Agrarian's failure to perform any such obligation.

14.5 All rights and remedies of Agrarian set forth in this Lease are cumulative and in addition to all other rights and remedies available to Agrarian at law or in equity, including those available as a result of any anticipatory breach of this Lease. The exercise by Agrarian of any such right or remedy does not prevent the concurrent or subsequent exercise of any other right or remedy. No delay or failure by Agrarian to exercise or enforce any of Agrarian's rights or remedies or BSF's obligations constitutes a waiver of any such rights, remedies, or obligations. Agrarian is not deemed to have waived any Default by BSF unless such waiver expressly is set forth in a written instrument signed by Agrarian. If Agrarian waives in writing any Default by BSF, such waiver may not be construed as a waiver of any covenant, condition, or agreement set forth in this Lease except as to the specific circumstances described in such written waiver.

14.6 Neither the payment by BSF of a lesser amount than any sums due hereunder nor any endorsement or statement on any check or letter accompanying a check for payment of rent or other sums payable hereunder is deemed an accord and satisfaction. Agrarian may accept the same without prejudice to Agrarian's right to recover the balance of such rent or other sums or to pursue any other remedy. Notwithstanding any request or designation by BSF, Agrarian may apply any payment received from BSF to any payment then due. No re-entry by Agrarian, and no acceptance by Agrarian of keys from BSF, is considered an acceptance of a surrender of this Lease.

14.7 If BSF fails to make any payment to any third party or to do any act herein required to be made or done by BSF, then Agrarian may, but is not required to, make such payment or do such act. The taking of such action by Agrarian is not considered a cure of such Default by BSF and does not prevent Agrarian from pursuing any remedy it is otherwise entitled to in connection with such default. If Agrarian elects to make such payment or do such act, then all expenses incurred by Agrarian are added to the next Base Rent payment and adhere to the terms set forth for Base Rent.

14.8 If BSF fails to make any payment of Base Rent, additional rent, or any other sum on or before the date such payment is due and payable, then it is an event of Default if such failure is not cured by BSF within 60 days. However, if BSF makes a good faith partial payment of at least half of the amount owed during such initial 60-day period, then such period is extended one additional 30-day period. Should BSF be unable to cure the default in either grace period, Agrarian may grant further 30-day extensions in writing at its discretion provided that BSF offers a reasonable explanation of the default and a plan to cure such default within a reasonable period of time.

14.9 Agrarian at its sole discretion may reduce, delay, or waive entirely the Base Rent at any time and from time to time in consideration of the hardship or incapacity of the BSF or BSF's general ability to pay. The intent of this Section 14.9 is to foster continued occupancy and farming by the BSF despite the occurrence of unforeseeable financial and/or personal hardship, if

reasonably possible. Any such reduction, delay, or waiver must be in writing and signed by Agrarian before it will be effective. Any such reduction, delay, or waiver does not constitute a waiver of BSF's future obligations to pay the Base Rent.

XV. BANKRUPTCY

15.1 An "Event of Bankruptcy" is the occurrence with respect to BSF of any of the following:

- (a) BSF becoming insolvent, as that term is defined in Title 11 of the United States Code as it may be amended (the "Bankruptcy Code") or under the insolvency laws of any state (the "Insolvency Laws");
- (b) Appointment of a receiver or custodian for any property of BSF, or the institution of a foreclosure or attachment action upon any property of BSF;
- (c) Filing by BSF of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws;
- (d) Filing of an involuntary petition against BSF as the subject debtor under the Bankruptcy Code or Insolvency Laws, which either (1) is not dismissed within thirty (30) days after filing, or (2) results in the issuance of an order for relief against the debtor; or
- (e) Such person making or consenting to an assignment for the benefit of creditors or a composition of creditors.

15.2 Upon occurrence of an Event of Bankruptcy, Agrarian has all rights and remedies available pursuant to Article XIV; provided, however, that while a case in which BSF is the subject debtor under the Bankruptcy Code is pending (the "Case"), Agrarian's right to terminate this Lease is subject, to the extent required by the Bankruptcy Code, to any rights of BSF or its trustee in bankruptcy (collectively, "Trustee") to assume or assign this Lease pursuant to the Bankruptcy Code. After the commencement of a Case: (a) Trustee shall perform all post-petition obligations of BSF under this Lease; and (b) if Agrarian is entitled to damages (including, unpaid rent) pursuant to the terms of this Lease, then all such damages must be entitled to administrative expense priority pursuant to the Bankruptcy Code.

15.3 Any person or entity to which this Lease is assigned ("Trustee") pursuant to the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of assignment, and any such assignee shall upon request execute and deliver to Agrarian an instrument confirming such assumption. Trustee does not have the right to assume or assign this Lease unless Trustee promptly (a) cures all defaults under this Lease, (b) compensates Agrarian for damages incurred as a result of such defaults, (c) provides adequate assurance of future performance on the part of Trustee as debtor in possession or Trustee's assignee, and (d) complies with all other requirements of the Bankruptcy Code. If Trustee fails to assume, or assume and assign, this Lease in accordance with the requirements of the Bankruptcy Code within 60 days after the initiation of the Case,

then Trustee is deemed to have rejected this Lease. If this Lease is rejected or deemed rejected, then Agrarian has all rights and remedies available to it pursuant to Article XIV.

XVI. HOLDING OVER

16.1 If BSF does not immediately surrender the Leased Premises or any portion thereof upon the expiration or earlier termination of the Lease Term, then the rent payable by BSF hereunder will be increased to equal 150% of the Base Rent (to the extent allowed under applicable law), additional rent, and other sums that would have been payable pursuant to the provisions of this Lease if the Lease Term had continued during such holdover period. Agrarian shall compute such rent, and BSF shall pay such rent monthly, payable on the first day of such holdover period and the first day of each calendar month thereafter during such holdover period until the Leased Premises has been vacated.

16.2 Notwithstanding any other provision of this Lease, Agrarian's acceptance of such rent does not in any manner adversely affect Agrarian's other rights and remedies, including Agrarian's right to evict BSF and to recover all damages. The Parties agree that any such holdover will be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month.

XVII. AGRARIAN'S USE OF THE LEASED PREMISES

17.1 Agrarian has the right to enter, share, and use the Leased Premises for the primary purposes of: (a) engaging in land and property management and/or stewardship activities, (b) hosting, promoting, engaging members and community in Agrarian; and (c) any other planning, evaluation, and assessment, and/or actions to address its goals, vision, and mission of Agrarian, so long as not unreasonably inconsistent with the uses pursuant to Article 3. Agrarian must give BSF at least 48 hours' notice before such entering, sharing, or using the Leased Premises to accomplish property management and/or stewardship activities. Agrarian must give BSF at least 7 days' notice before entering, sharing, or using the Leased Premises to accomplish any other activities outlined in this Lease.

XVIII. GENERAL PROVISIONS

18.1 Notices: All notices, requests, demands and other communications which are required or permitted to be given under this Lease will be in writing as follows:

If to Agrarian: Ian McSweeney
Email: ian@agrariantrust.org
Address: P.O. Box 195
Weare, New Hampshire 03281

If to BSF: Adasha Turner
Email: admin@modestfamilysolutions.org

Address: 7510 Olympic DR Unit B
Everett, WA, 98203-6530

If to Puget Sound Commons: Addie Candib
Agrarian Email: acandib@farmland.org

Notice will be deemed to have been duly given (a) upon receipt if delivered in person, (b) within 7 business days if mailed, (c) the following business day if sent by recognized overnight courier, with proof of delivery, or upon receipt if delivered via email and a delivery receipt is requested and received by the sender.

18.2 BSF acknowledges that Agrarian has not made any representation or promise with respect to the Leased Premises except as herein expressly set forth, and no right, privilege, easement, or license is being acquired by BSF except as herein expressly set forth.

18.3 Agrarian and BSF each warrant to the other that in connection with this Lease it has not employed or dealt with any broker, agent, or finder. BSF shall indemnify and hold Agrarian harmless from and against any claim for brokerage or other commissions asserted by any broker, agent, or finder employed by BSF or with whom BSF has dealt. Agrarian shall indemnify and hold the BSF harmless from and against any claim for brokerage or other commissions asserted by any broker, agent, or finder employed by Agrarian or with whom Agrarian has dealt.

18.4 Each provision of this Lease is valid and enforceable to the fullest extent permitted by law. If any provision of this Lease or the application thereof to any person or circumstance is to any extent invalid or unenforceable, then such provision(s) are deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Lease and the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable are not affected.

18.5 The provisions of this Lease are binding upon and inure to the benefit of the Parties and each of their respective representatives, successors, and assigns, subject to the provisions herein restricting assignment or subletting. In this Lease, use of the terms "Agrarian" and "BSF" includes the invitees, agents, board, board members, brokers, employees, contractors, clients, family members, licensees, customers, attorneys, consultants, representatives of any kind, and guests of the Agrarian or BSF.

18.6 This Lease contains and embodies the entire agreement of the Parties and supersedes all prior agreements, negotiations, letters of intent, proposals, representations, warranties, understandings, suggestions, and discussions, whether written or oral, between the Parties. Any representation, inducement, warranty, understanding, term of any kind, or agreement that is not expressly set forth in this Lease is of no force or effect.

18.7 This Lease includes and incorporates all exhibits.

18.8 This Lease is governed by the Laws of the jurisdiction in which the Leased Premises is located. There is no presumption that this Lease be construed more strictly against the party who itself or through its agent prepared it, it being agreed that all Parties have participated in the preparation of this Lease and that each party had the opportunity to consult legal counsel before the execution of this Lease.

18.9 Time is of the essence with respect to each of BSF's and Agrarian's obligations under this Lease.

18.10 This Lease may be executed in multiple counterparts, each of which is deemed an original and all of which together constitute one and the same document. Electronic and/or digital signatures have the same binding effect as original signatures.

18.11 The Parties agree to execute and record a Notice of Lease in the form of **EXHIBIT 5**.

18.12 If Agrarian or BSF is in any way delayed or prevented from performing any obligation (except, with respect to BSF, an obligation to pay rent, additional rent, or other sums owed by BSF to Agrarian under this Lease) due to fire, natural disaster, governmental act, or failure to act, strike or labor dispute involving employees other than those of the party seeking to rely on this Section, inability to procure materials, or any cause beyond such party's reasonable control (whether similar or dissimilar to the foregoing events), then the time for performance of such obligation is excused for the period of such delay or prevention and extended for a period equal to the period of such delay, interruption, or prevention.

18.13 BSF and the person executing and delivering this Lease on BSF's behalf each represents and warrants that such person is duly authorized to so act; that BSF is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises is located, is in good standing under the laws of the state of its organization and the laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease; and that all action required to authorize BSF and such person to enter into this Lease has been duly taken.

18.14 All disputes arising out of or relating to this Lease Agreement or the performance of either party hereunder must be handled as follows.

(a) Any dispute must first be submitted to non-binding mediation to be held in Clinton, WA or in close proximity. The complaining party shall notify the other party in writing of its intent to submit a matter to non-binding mediation. Within 30 days after the other party's receipt of this notice, each party shall either: (i) appoint either a person experienced in sustainable farming in Washington or agrarian real estate market in the same region to serve as a mediator. The two mediators shall select a third mediator who also must meet one of the qualifications set forth in the preceding sentence. The three mediators shall work with the Parties to help them in reaching a resolution to their dispute; or (ii) agree to work with the Agricultural Mediation Program for Washington.

(b) If the Parties are still unable to reach a resolution after this mediation process, then either party may submit the matter to binding arbitration or to a court, as follows: (i) any

non-equitable dispute arising out of or relating to this Lease or the performance of either party hereunder will be finally settled by binding arbitration to be held in Clinton, WA or in a city in close proximity thereto. The Commercial Dispute Resolution Rules of the American Arbitration Association I govern the arbitration, except that the Federal Rules of Evidence also apply. Any decision made pursuant to such arbitration is binding on the Parties and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and (ii) any equitable action entitled to be taken by a party arising out of this Agreement must be filed exclusively within the courts of the State of Washington and the Parties consent to, and agree not to contest, the jurisdiction of such courts for the purposes of any such action.

(c) In the event that the arbitration or court should rule in favor of Agrarian, the BSF shall pay 50% of Agrarian's expenses (including legal fees) and in the event that the arbitration or court should rule in favor of the BSF, Agrarian shall pay 50% of the BSF's legal expenses.

18.15 BSF and the Agrarian shall keep and make available to each other accurate records of the performance (or non-performance) of all rights and obligations included in this Lease, including receipts, contracts, quotes, labor records, and similar records.

18.16 No third party has any right of enforcement with respect to this Lease.

[Signature Page to Follow]

IN WITNESS WHEREOF, Agrarian and BSF have executed this Lease as of the day and year first above written.

Agrarian Land Trust
A California Nonprofit Public Benefit Corporation

_____, _____
Duly authorized

DATE

Black Seed, LLC D/B/A Black Seed Farms
A Washington Limited Liability Company

_____, _____
Duly authorized

DATE

Witness/Attest

DATE

Witness/Attest

DATE

State of Washington
County of Island

I certify that I have satisfactory evidence that _____ is the person as a duly authorized representative of _____ who appeared before me, and said person acknowledge that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

(Seal or Stamp)

Signature of Notary

Title

EXHIBIT 1 - DEED

12/26/2019 01:29:11 PM 4478230
Recording Fee \$100.00 Page 1 of 3
Quit Claim Deed
Island County Washington
[Barcode]

When recorded return to:

Agrarian Land Trust
Attn: Ian McSweeney
22 Buxton School Road
Weare, New Hampshire 03281

03-175657-0

DOCUMENT TITLE: QUIT CLAIM DEED
GRANTOR: MARI CAROLINE GARDNER
GRANTEE: AGRARIAN LAND TRUST
ABBREVIATED LEGAL: PTN SE ¼ OF SW ¼ SEC 7-29N-R3 EWM
Full legal on page 1
TAX PARCEL NUMBER: R32907-084-2350

QUIT CLAIM DEED

THE GRANTOR, MARI CAROLINE GARDNER, who acquired title as Caroline E. Thibodaux, as her separate property, as an absolute, unconditional, unqualified and completed gift and as a charitable contribution to Grantee in furtherance of the charitable purposes of Grantee, conveys and quit claims to GRANTEE, AGRARIAN LAND TRUST, a California nonprofit public benefit corporation, all of her interest in the following described real estate, situated in the County of Island, State of Washington, together with all after acquired title of the Grantor

SUBJECT TO the following easements, covenants, conditions, and restrictions of record:

- (1) Easement to Puget Sound Power and Light Company, recorded under Auditor's File No. 65724.
- (2) Reservations of all oil and mineral rights as reserved in deed recorded under Auditor's File No. 244705.
- (3) Easement to Whidbey Telephone Company, recorded under Auditor's File No. 96015157.
- (4) Survey as recorded in Volume 10 of Surveys, page 238, under Auditor's File No. 98020444.

IN WITNESS WHEREOF, the undersigned Grantor has executed this instrument this 19th day of December, 2019.

Mari Caroline Gardner
 Mari Caroline Gardner,
 who acquired title as Caroline E. Thibodaux

State of Washington)
) ss.
 County of Island)

I certify that I know or have satisfactory evidence that Mari Caroline Gardner is the individual who appeared before me and acknowledged that she executed the within and foregoing instrument and she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19th day of December, 2019.



Robert E. Brestler
 Notary Public in and for said state,
 residing at Clinton
 My commission expires: 7-9-22

The Agrarian Land Trust hereby accept the above Quit Claim Deed.

Agrarian Land Trust,
a California nonprofit public benefit
corporation

By: [Signature] 12/21/19
Its Director

State of NH)
) ss.
County of Hillsborough)

I certify that I know or have satisfactory evidence that Ian McSwiney is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Director of the Agrarian Land Trust to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Given under my hand and official seal this 21st day of December, 2019.



[Signature]
Notary Public in and for said state,
residing at Bedford NH
My commission expires: 12-05-2023

JAMIE KING
NOTARY PUBLIC, NEW HAMPSHIRE
MY COMMISSION EXPIRES 12-05-2023

EXHIBIT 2 - PROPERTY DESCRIPTION

Legal Description of Leased Premises

1.1 The legal description of the Leased Premises is provided as follows: The South 359.69 feet of the North 746.63 feet of the Southeast Quarter of the Southwest Quarter of Section 7, Township 29 North, Range 3 East W.M., Island County, Washington, lying West of Thompson Road right of way. Situated in the County of Island, State of Washington.

1.2 The Leased Premises include all of the above-described land.

EXHIBIT 3 - AGRICULTURAL BUILDING/S MAP/S




EXHIBIT 4 - MANAGEMENT PLAN

The Management Plan will be established pursuant to the terms of this Lease. Its terms are incorporated to this Lease.

EXHIBIT 5 - REFERENCE DOCUMENTS

Reference documents:
Property Taxes



Wanda J. Grone, CPA
Island County Treasurer
(360) 679-7302
S. Whidbey (360) 321-5111, ext. 7302
Camano (360) 629-4522, ext. 7302
www.islandcountywa.gov/treasurer

2022 PROPERTY TAX STATEMENT

Make checks payable to:
ISLAND COUNTY TREASURER

MAIL TO: P.O. Box 899, Coupeville, WA 98239-0699
IN PERSON: 1 NE 7th St., Suite 111, Coupeville or
121 N East Camano Dr., Camano Island

Geo Parcel ID R32907-084-2350	Property ID 800280	Property Type Real	Tax Code Area 719	Owner ID 293024
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Owner

AGRARIAN LAND TRUST
22 BUXTON SCHOOL RD
WEARE NH 03281

Abbreviated Legal / Physical Address

5369.69' OF N746.63' OF SE SW LY W OF THOMPSON RD & N OF ST HWY

Tax Distribution

State School	360.30
State School Part 2	187.75
County Current Expense	91.97
County Roads	115.64
Port of S Whidbey GEN	26.66
P & R S Whidbey BOND	3.79
P & R S Whidbey BOND2	2.64
P & R S Whidbey GEN	31.43
School 206 CP	73.79
School 206 Enrichment	114.20
Library Sno-Isle GEN	74.39
Hospital GEN (EMS)	60.51
Hospital BOND	49.19
Hospital GEN	95.00
Conservation Futures	7.89
TAX	1315.17

Value Information

	2021	2022
Land:	160,000	190,000
Improvement:	0	0
Total Value:	160,000	190,000
(Exemptions):	(0)	(0)
Total Taxable Value:	160,000	190,000

Assessments

Whidbey Conservation District	6.10
Forest Protection	17.50
Clean Water Utility	39.13
Landowner Contingency Forest Fire	6.00
ASSESSMENTS	68.73

Amount Due

1,383.90

IMPORTANT INFORMATION

Property tax statements are mailed annually to all active accounts as a courtesy.

If you are facing tax delinquency and/or foreclosure, please contact the statewide homeownership hotline toll free at 1-877-894-HOME (4663) for referral to housing counseling and/or legal assistance.

EXHIBIT 6 - ECOSYSTEM AND FARM STANDARDS

1.1 “Ecosystem Standards” means the recognition of the rights contained in this EXHIBIT as well as substantial compliance with the covenants contained in this EXHIBIT.

1.2 “Natural Reserve” means a portion of land dedicated to nature in which no human activity may be conducted except to monitor ecosystem health, connect with the land physically or spiritually, and undertake regeneration efforts consistent with the terms of this EXHIBIT.

1.3 “Wild Land” means the Forest and Camas area of the field, or portions of the property designated pursuant to section 1.7 of this EXHIBIT as may be modified by the Management Plan consistent with section 1.7 of this EXHIBIT.

1.4 “Rights of Nature” means the rights provided to nature by section 1.8 of this EXHIBIT.

1.5 “Farm Standards” means the farming practices listed in section 1.10 of this EXHIBIT.

1.6 The intent of this EXHIBIT is to promote the preservation of biodiversity, and the unique ecological values of the land subject to this Lease. Agrarian’s goals include protecting Wild Land from human caused destruction or interference, protecting soil quality and long-term stability, and preventing the introduction of invasive species.

1.7 During the Initial Stage of this Lease, the Parties shall agree on what portion(s) of the property will be designated Natural Reserves and Wild Lands and incorporate such designation into the Management Plan. By default, the Forest and Camas area of the field are designated as Wild Lands, however, the Parties may agree to lift such designation during the Initial Stage of the Lease if mutually agreed upon and such agreement is included in the Management Plan.

1.8 In recognition of the fact that some agricultural and land management practices can have materially adverse effects on ecosystem functions, it is imperative that the fundamental Rights of Nature necessary for proper ecosystem function be recognized on Natural Reserves. These rights include, but are not limited to the following:

- (a) to be free of fungicides, pesticides, insecticides, and herbicides of any variety,
 - (b) to be free from native species removal,
 - (c) to be free from overgrazing,
 - (d) to be protected from invasive species and human introduced nonnative species,
 - (e) to be free from substantial human caused disturbance,
 - (f) to maintain the naturally occurring water cycle,
 - (g) to have a degree of habitat connectivity which protects and promotes biological diversity,
 - (h) to be free from excessive depletion of life supporting elements and nutrients,
 - (i) to be supported by healthy, living soil,
 - (j) to be free from human intervention in the natural course of all evolutionary processes,
 - (k) to be monitored for substantial changes which may indicate severe ecosystem decline,
- and

- (l) to be supported by pollinators.

1.9 In order to give effect to the Rights of Nature BSF shall recognize them by adhering to the following standards of conduct:

- (a) BSF may not apply any fungicide, pesticide, insecticide, or herbicide, or allow a third party to apply any fungicide, pesticide, insecticide, or herbicide to Natural Reserves.
- (b) BSF may not hunt, gather, harvest, till soil, physically remove or displace non-invasive species, or erect permanent structures of any variety on Natural Reserves unless approval is granted by Agrarian.
- (c) BSF may not maintain or permit a large population of grazers unless rotation is feasible on Natural Reserves.
- (d) BSF shall periodically monitor the Natural Reserves for nonnative species and cause the physical removal of any invasive species identified.
- (e) BSF may not create paths, enter with heavy machinery, produce excessive noise in or adjacent to the Natural Reserves except as required by Agricultural Activities, or artificially illuminate the Natural Reserves.
- (f) BSF may not capture rain water, divert existing bodies of flowing water, alter the existing topology, or otherwise remove or divert water from the Natural Reserves.
- (g) BSF shall, where practicable, maintain a natural buffer zone around the Natural Reserves, and not place any fences around the Natural Reserves.
- (h) BSF may not extract minerals, disturb decaying organic matter, or alter the natural fire regime of the Natural Reserves except to the extent required to protect the Leased Premises from damage or Waste.
- (i) BSF may not allow any human made or deleterious organic chemicals to be introduced to the Natural Reserves.
- (j) BSF may not intentionally alter the Natural Reserves to favor the survival of certain species, unless identified as threatened or endangered.
- (k) BSF shall assist Agrarian in consulting an expert when there has been an obvious, substantial change in the physical or biological structure of a Natural Reserve.
- (l) BSF may not disturb any pollinators in the Natural Reserves or on adjacent land under BSF's control, except as required in connection with removal of invasive species.

1.10 Additionally, BSF shall ensure all Agricultural Activities are sustainable, organic, eco-friendly, and regenerative by recognizing and complying with the following Farm Standards:

- (a) Tillage can be done as needed, with priority toward reducing tillage where possible. Tilled ground should not cause water and soil degradation, and when resting, should be cover cropped.
- (b) Water conservation can be supported through soil organic matter, on-contour agriculture, mulching, efficient irrigation, buffers along waterways, tree cover, and more.

- (c) Compost should be integrated into perennial and annual cropping and may include: livestock manure and refuse, green manure, legumes and/or cover cropping, wood chips, vegetable products, and other best management composting practices.
- (d) Land is used for agriculture to foster a symbiotic relationship between the soil and human and animal health. Confinement agriculture is not allowed and synthetic and/or chemical fertilizers, pesticides, fungicides, or herbicides may not be used as part of farming practices, land management, or ecological stewardship.
- (e) Rotation should be integrated into any animal grazing, crop production, composting, and resting of the land. On-farm soil health is focused on nutrient, micro-nutrient, trace element, and organic matter levels, aeration, microbial and earthworm life, and how energy flows through the ecological system.

EXHIBIT 7 - NOTICE OF LEASE

This notice is evidence of the lease agreement existing between Agrarian Land Trust (Agrarian), a duly authorized California non-profit corporation, mailing address - P.O. Box 195 , Weare, New Hampshire 03281, including its successors and assigns, and Black Seed, LLC (BSF), a Limited Liability Company duly formed under the laws of the State of Washington, with a principal place of business located at 2800 Thompson RD, Langley, WA, 98260 (mailing address: 7510 Olympic DR Unit B, Everett, WA, 98203-6530) and its successor entities and assigns, if any.

- 1. The term of this lease is 99 years. The term of this lease commences on May 12, 2022 and expires on May 12, 2121.
- 2. This lease contains restrictions on use of certain portions of the property deemed natural reserves for conservation purposes.
- 3. This lease provides that the parties may establish a method of providing BSF with equity in the land over the course of the Lease Term.

IN WITNESS WHEREOF, Agrarian and BSF have executed this Lease as of the day and year first above written.

Agrarian Land Trust
A California Nonprofit Public Benefit Corporation

_____, _____
Duly authorized

DATE

Black Seed, LLC D/B/A Black Seed Farms
A Washington Limited Liability Company

_____, _____
Duly authorized

DATE

**State of Washington
County of Island**

I certify that I have satisfactory evidence that _____ is the person as a duly authorized representative of _____ who appeared before me, and said person acknowledge that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: _____

(Seal or Stamp)

Signature of Notary

Title