

Lease Agreement by and between Happily Natural Day and Agrarian Land Trust and to be assigned to the Central Virginia Agrarian Commons

THIS LEASE AGREEMENT ("Lease") is effective as of the October 25, 2022 ("Effective Date") by and between Agrarian Land Trust, a duly authorized California non-profit corporation, with a principal place of business located at P.O. Box 195, Weare, New Hampshire 03281, ("Lessor" or "Agrarian") including its successors and assigns, and Happily Natural Day, a duly authorized Virginia corporation with a principal place of business located at [REDACTED] [REDACTED] ("Lessee") and its successor entities and assigns, if any. The Lessor and Lessee are collectively called the "Parties."

The purposes of this Lease are intended to be consistent with and in furtherance of all applicable state and federal laws. Agrarian is organized for public welfare purposes, per section 501(c)(3) of the Internal Revenue Code, including: (a) 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; (b) to hold title to real property to protect affordable agricultural land and housing access; (c) to protect ecological integrity on diversified farmland that serves local communities through cultural, educational, vocational, agricultural, spiritual, and recreational activities; and (d) to support, develop, and share equitable and ecologically responsible land care practices and models of agrarian livelihood.

This Lease recognizes the land management and infrastructure improvements that prioritize an agrarian landscape and support other local businesses. The Parties agree and acknowledge that Lessee may not be the sole tenant and that Lessee shall have rights to sublease.

The Parties acknowledge the ownership, conservation, and protection mechanisms and encumbrances that exist in: (1) the national Agrarian Trust and local Central Virginia Agrarian model; (2) conservation easements; (3) development restrictions; and/or other zoning protections. 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.

The **Leased Premises** is [REDACTED] consisting of 5.031 acres of land and associated farm infrastructure noted as Part of 47-10-25 and further described in the Land Survey exhibit.

Lease Cost shall be \$1 annually and shall be the responsibility of the Lessee. Operating Charges shall be the responsibility of the Lessee and shall include Property Taxes, Insurance, Utilities, and other standard and associated costs.

Stewardship Contribution shall be the responsibility of the Lessee and shall include actively farming the land and stewarding the ecosystem for the broadest definition of agriculture

including 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 and the premises shall be managed to achieve land objectives including (1) soil health, (2) flora, fauna, and habitat diversity, (3) a healthy ecosystem, and (4) to protect water quality and quantity. Lessee shall not use or occupy the Leased Premises for any unlawful purpose, or in any manner that will constitute waste or nuisance. Lessee 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, all of which shall be complied with in a timely manner at Lessee's sole expense. Lessee shall obtain, renew, and provide copies to Lessor, all at Lessee's sole expense, of all entitlement, permits, and approvals required for Lessee's use or occupancy of the Leased Premises. Use of the Leased Premises is subject to all covenants, conditions, and restrictions of record, including to be completed conservation easements.

Notices shall be delivered by text, email, and through mail, as is appropriate.

- Lessee Notice Address: Happily Natural Day, [REDACTED]
- Lessor Notice Address: Agrarian Trust, PO Box 195 Weare, NH 03281
- Lessor Payment Address: Agrarian Trust, PO Box 195 Weare, NH 03281

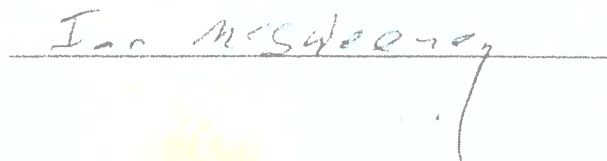
The rights to reasonable self-defense from parties or actions posing liability and/or immediate physical danger to persons on the Leased Premises shall be held by both parties. Lessee shall use the Leased Premises in a manner so as not to cause harm to others, including workers, or to support activities 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. Lessee has the right to not be disturbed in its possession of the Leased Premises. Both parties are required to carry insurance, as is standard and customary for farmland and each parties roles and responsibilities.

The term of the lease shall be a ten (10) year lease term, starting on October 25, 2022, with a lease year of twelve (12) consecutive months. This Lease is intended to be a flexible framework that will be replaced by a 99-year lease that shall be created within the next two (2) years.

IN WITNESS WHEREOF, Agrarian and Lessee have executed this Lease as of the day and year first above written and agree on all terms and conditions both listed above and to be memorialized in subsequent lease version.

Agrarian Land Trust


Signature



EXHIBIT

Infrastructure

- (a) High Tunnel
- (b) Farm Shed
- (c) Chicken House
- (d) Community Kitchen
- (e) Raised Beds
- (f) Community and Education classroom and space

Land Survey

