



Letter of Agency: The Black Earth Partnership

This Letter of Agency ("Agreement") is entered into on this _____ day of _____, 2026, by and between:

The Partner Farmer ("Partner"):

Name: _____

Farm Name: _____

Address: _____

and

The Project Lead ("CCP"):

Carbon Chicken Project LLC
13893 White Oak Road
Fayetteville, AR 72704

1. Purpose and Intent

This Agreement establishes a formal partnership between the Partner and CCP for the purpose of enrolling the Partner's designated land into the **"Black Earth Partnership"** program (the "Program"). The goal of the Program is to execute a multi-year, scientifically-backed plan to regenerate the Partner's soil health, improve farm resilience, and create new revenue streams through environmental stewardship.

This Program is specifically designed to align with and leverage the financial and technical assistance opportunities provided by the USDA Natural Resources Conservation Service (NRCS) **Regenerative Pilot Program (RPP)**, including but not limited to Conservation Practice Standards such as **CPS 336 (Soil Carbon Amendment)** and **CPS 590 (Nutrient Management)**.

2. Term

The term of this Agreement shall be for a period of **five (5) years**, commencing on January 1, 2026, and concluding on December 31, 2030, to align with the typical contract length of the USDA RPP.

3. Appointment of Agency

The Partner hereby appoints Carbon Chicken Project LLC as its **sole and exclusive agent** for the following specific activities related to the land (name of plot or gps address) enrolled in the Program:

- **A. NRCS Program Management:** CCP is authorized to act on the Partner's behalf in all matters related to the planning, application, and management of NRCS cost-share programs, including but not limited to EQIP and the RPP. This includes preparing and submitting conservation plans (e.g., CPA 199) and applications for financial assistance.
- **B. Carbon Credit Development & Monetization:** CCP is granted the exclusive right to develop, verify, and monetize any and all Carbon Dioxide Removal (CDR) credits or other environmental assets (e.g., water quality credits) generated on the enrolled land through the application of CCP's products and recommended practices. This includes managing all data, contracting with verification bodies (e.g., Isometric), and acting as the sole agent for the sale of such credits.
- **C. Data Management & Verification:** CCP is authorized to collect, manage, and share necessary operational data (e.g., soil tests, application records, GPS logs) with third parties, such as the NRCS and carbon credit verifiers, for the sole purpose of fulfilling the Program's objectives.

4. Responsibilities of Carbon Chicken Project (CCP)

As the Project Lead, CCP agrees to provide the following products and services:

- **Whole Farm Assessment:** Conduct a comprehensive baseline assessment of the enrolled land, including soil health testing (CEMA 216), compaction testing, and other relevant diagnostics.
- **Regenerative Plan Development:** Create a detailed, 5-year soil regeneration plan tailored to the Partner's land and goals, designed to meet all NRCS RPP requirements.
- **Product Supply:** Supply the necessary regenerative products from the "Carbon Chicken Trifecta" (CarbonChicken™ 80:20 or 50:50 Special Blends, Pure Biochar, PL Compost, Microbial Teas, and Volcanic Ash) as specified in the annual plan.
- **Financial & Administrative Services:** Manage all administrative aspects of the NRCS applications and carbon credit lifecycle on behalf of the Partner.
- **Ongoing Support:** Provide annual monitoring, testing, and agronomic support to the Partner for the duration of the Agreement.

5. Responsibilities of the Partner Farmer

The Partner agrees to:

- Provide CCP and its designated agents with access to the enrolled land for assessment, soil testing, and verification activities.
- Implement the annual regenerative plan in good faith, applying the specified products at the recommended rates and times.
- Maintain and provide accurate records of all on-farm activities related to the Program, as reasonably requested by CCP.
- Cooperate fully with CCP in the NRCS application and contracting process.

6. Financial Terms

- **Product Costs:** The Partner agrees to purchase the required products from CCP at the prices specified in the annual plan.
- **NRCS Payments:** Any and all cost-share payments received from the NRCS for practices implemented under this Agreement shall be paid **directly to the Partner Farmer**.
- **Carbon Credit Revenue:** CCP will market and sell the verified carbon credits generated from the Partner's land. The **Net Revenue** from the sale of these credits will be distributed on a pre-agreed split, to be detailed in a separate Carbon Project Development Agreement.
- **Planning & Service Fees:** Any fees charged by CCP for its planning and administrative services will be clearly outlined in the annual plan, and are designed to be eligible for reimbursement under NRCS programs where applicable.

7. Exclusivity & Good Faith

The Partner agrees that for the 5-year term of this Agreement, CCP shall be the exclusive agent for the monetization of carbon credits on the enrolled acreage. Both parties agree to work together in good faith to achieve the goals of the Program and to build a successful, profitable, and regenerative partnership.

This Letter of Agency represents a foundational agreement. The parties will work to execute a more detailed "Black Earth Partnership Agreement" that will incorporate the terms herein and provide further operational and legal specifics.

IN WITNESS WHEREOF, the parties have executed this Letter of Agency as of the date first written above.

PARTNER FARMER:

Signature

Printed Name

CARBON CHICKEN PROJECT LLC:

Jody Hardin, CEO