Farms, Family and Future

Regulation Crowdfunding Form C

Offering Statement

Issuer: Gold Leaf Farming LP

Type of Security: Fixed-Interest Promissory Note

Persons who invest in this Offering (“Investors”) will acquire pro rata participation interests (each, a “Participation”) in a single fixed-interest promissory note issued by the Issuer (the “Note”). The Participations are the securities offered in this Offering (the “Securities”). Investors will not hold separate promissory notes.

Target Offering Amount: $175,000

Maximum Offering Amount: $225,000

Payment Terms: Quarterly interest payments in arrears; principal due at maturity

Interest Rate: 9.50% per annum (fixed)

Term: 36 scheduled months from April 1, 2027, through April 1, 2030; earlier Funding Date interest is additional

Maturity Date: April 1, 2030

Minimum Investment: $10

Incremental Investment Amounts: $1

Offering at a Glance

This summary highlights key terms of the Offering. It is not complete and is qualified by the rest of this Form C and the Note. Read the full Form C, including Risk Factors, before investing.

What you are investing in

A pro rata participation in a single fixed-interest promissory note issued by Gold Leaf Farming LP (the "Issuer"). The proceeds finance GLF13 Chowchilla solar project, a 252 kW CEC-AC (county permit rating) ground-mounted solar photovoltaic project in Chowchilla, California. The system is under construction. The EPC contractor reported on November 16, 2026, that piles and trenching were complete. The racking and module installation is scheduled to start the week of December 14, 2026, wiring completion and inspection by the end of December, and county electrical sign-off by the second week of January 2027, subject to weather.

Key terms

Interest rate: 9.50% per year, fixed, simple interest

Payments: quarterly in arrears; interest only, with principal at maturity

Term: 36 scheduled months from April 1, 2027, through April 1, 2030; earlier Funding Date interest is additional

Offering size: $175,000 minimum; $225,000 maximum

Minimum investment: $10, then $1 increments

Credit support: One quarterly interest payment reserve. Additional project collateral and contractual subordination to American Ag Credit are contemplated, subject to the applicable executed agreements. No perfected project lien is represented as established.

Fees charged to Investors: None by Climatize for participation in this Offering. Issuer-paid fees are described below.

How and when you are paid

Interest accrues from the Funding Date, the day the Offering closes to new commitments. The Conversion Date is April 1, 2027, and the Maturity Date is April 1, 2030. Interest accrued from the Funding Date through March 31, 2027, is payable on the Conversion Date. The first regular quarterly interest payment is due July 1, 2027, followed by payments on October 1, January 1, April 1 and July 1 through maturity. A $10,000 Participation would receive $237.50 for each of the first eleven regular quarters and an illustrative final payment of $10,240.10, including return of principal and the scheduled-term Actual/365 reconciliation, for a total of $12,852.60 excluding initial stub interest.

Investor rights and credit support

Payment Reserve Account: funded at Closing with one regular quarterly interest payment, excluding the maturity principal balloon. The Issuer must deposit each payment fifteen (15) calendar days before it is due; if it does not, the reserve covers the shortfall up to its balance, and the Issuer must refill it within fifteen (15) calendar days. At maturity or earlier repayment in full, available reserve principal is applied to the final interest payment and then outstanding principal; it is not forfeited to Climatize.

Your own terms: no vote of other Investors can reduce your principal or interest rate, extend your maturity, or change your payments without your consent.

After a default: the largest Investor that agrees to serve becomes the Investor Representative and may accelerate and enforce the Note but cannot waive or settle anything without Investor approval. Default interest is two percent (2.00%) per year above the Interest Rate.

Reporting: annual balance sheet, income statement and Covenant Compliance Certificate delivered to Climatize, as Note Administrator, within ninety (90) calendar days after fiscal year-end; no routine quarterly financial-statement delivery. Separately, the annual Form C-AR is due within one hundred twenty (120) calendar days after fiscal year-end and is posted at https://goldleaf.ag/ while Regulation Crowdfunding reporting is required.

Use of proceeds and repayment

Estimated net proceeds range from $156,568.75 to $201,631.25 after the disclosed origination fee, prepaid administration fee, $1,150 account setup and escrow setup fees, and one quarterly interest reserve, before any additional third-party costs. Net proceeds will fund GLF13 EPC installation and completion costs. Against the construction-completion worksheet allocation of $204,688.88, the remaining funding gap is $48,120.13 at the Target Offering Amount or $3,057.63 at the Maximum Offering Amount, before additional costs or budget changes. Any shortfall will be funded by the Issuer. The Issuer expects to repay the Note from operating cash, with potential reductions in purchased electricity costs after the Project begins operating. The principal balloon remains an obligation of the Issuer and is not contingent on refinancing or an asset sale.

Project and climate impact (Issuer estimates)

The array is intended to offset purchased electricity at the Chowchilla Pistachio Farm. The historical PG&E application estimated 447.1 MWh of annual production for its listed configuration. Production for the permitted design remains subject to confirmation.

About the Issuer

Gold Leaf Farming LP is a limited partnership engaged in operating California agricultural properties, including almond and pistachio farms, through its subsidiaries. Gold Leaf previously offered construction notes through Climatize, including GLF13 Part 1 and the Unicorn Road offerings. The current construction-completion budget identifies prior proceeds allocated to GLF13.

Climatize Earth Securities LLC is the funding portal for this Offering and the Note Administrator. It is paid by the Issuer, as described under Intermediary Role and Compensation, does not guarantee the Note, and does not make investment recommendations.

Key risks (see Risk Factors)

You could lose some or all of your investment; repayment depends on the Issuer and the Project.

The Payment Reserve Account covers at most one regular quarterly interest payment, excludes the principal balloon, and does not guarantee repayment.

You generally cannot resell the Securities for one year, and no trading market is expected.

Construction completion depends on verified funding, county clearance and PG&E approval. A tariff change or operating delay may reduce available savings.

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Disclosures

A crowdfunding investment involves risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment. Investments made pursuant to Regulation Crowdfunding are subject to limitations on resale and may only be transferred under limited circumstances as permitted by applicable law.

Investors will acquire pro rata participation interests in a single promissory note issued by the Issuer and will not hold separate promissory notes. Interest accrues from the Funding Date. Initial stub interest is payable April 1, 2027, for the period from the Funding Date through March 31, 2027; its amount depends on the actual Funding Date. The 36-month scheduled term begins April 1, 2027, and ends April 1, 2030. Earlier funding lengthens the actual holding period.

Payments to Investors may be delayed, reduced, or restricted because scheduled payments depend on the Issuer depositing each payment when due, and the Payment Reserve Account, which must be funded and maintained by the Issuer, covers only a shortfall up to its available balance, and because payment obligations remain subject to the payment priorities, reserve requirements, and other terms described in this Form C. The Payment Reserve Account constitutes contractual credit support for the Securities, but, unless expressly stated otherwise in this Form C and the related exhibits, Investors do not have a perfected security interest in, or account control rights over, the Payment Reserve Account solely by virtue of their investment. These limitations are described in this Form C and the related exhibits.

In making an investment decision, Investors must rely on their own examination of the Issuer and the terms of the Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, these authorities have not confirmed the accuracy or adequacy of this document. The U.S. Securities and Exchange Commission (the "SEC") does not pass upon the merits of any securities offered or the terms of the Offering, nor does it pass upon the accuracy or completeness of this Form C or the exhibits attached hereto.

These securities are offered pursuant to an exemption from registration; however, the SEC has not made an independent determination that these Securities are exempt from registration.

This Form C contains forward-looking statements and information relating to, among other things, the Issuer, its business plan and strategy, and its industry. These forward-looking statements are based on the beliefs of, assumptions made by, and information currently available to the Issuer's management. When used in this Form C, the words "estimate," "project," "believe," "anticipate," "intend," "expect," and similar expressions are intended to identify forward-looking statements. These statements reflect management's current views concerning future events and are subject to risks and uncertainties that could cause the Issuer's actual results to differ materially from those contained in the forward-looking statements.

Statements regarding repayment timing and loan performance assume that the Issuer will maintain the Payment Reserve Account at required levels, comply with applicable payment priorities, and satisfy its other obligations under the Securities and the Offering. Actual results may differ if the Issuer fails to maintain required reserves, if available cash is insufficient, or if payments are deferred, reduced, or restricted. Investors are cautioned not to place undue reliance on these forward-looking statements. Except as required by law, the Issuer undertakes no obligation to publicly update or revise any forward-looking statements for any reason after the date of this Offering or to conform these statements to actual results or changes in expectations.

Investors may have limited voting rights or other rights and should not expect to be able to resell their securities or to have access to liquidity prior to maturity or other resolution of the Securities. There is no public market for these securities, and no such market is expected to develop. Investments in crowdfunding

offerings are speculative, illiquid, and involve substantial risk, including the possible loss of the entire amount invested. Investors must read the entire Form C and all exhibits before investing.

If Offering proceeds are released to the Issuer in violation of Regulation Crowdfunding (for example, if an investor cancellation is not honored), the Issuer may be required to return them. If any portion of the Offering proceeds is determined to have been released improperly, the Issuer may be obligated to return those funds in full to the escrow account maintained by the qualified third-party escrow agent for the Offering, for return to Investors. This clawback obligation shall survive repayment of the Note and shall not be subject to setoff, withholding, or delay.

Updates

Updates regarding the Offering, including funding progress, Offering status, and any material developments or changes, will be posted on the Offering Page on the Climatize platform at https://climatize.earth (the "Offering Page") and, where required by applicable law, communicated to Investors by electronic notice. Such updates may include notice that the Target Offering Amount has been met, notice of any revised or accelerated Offering deadline (and therefore Funding Date), notice of any material change to the Offering, and other updates required under Regulation Crowdfunding.

About this Form C

This Offering is being conducted through Climatize Earth Securities LLC ("Climatize"), in its capacity as a registered funding portal intermediary. Information about the Issuer is provided in this Form C and on the Offering Page. Material documents relating to the Offering may be updated from time to time in accordance with applicable law.

In addition to its role as intermediary, Climatize may also serve in a ministerial and administrative capacity on behalf of Investors to the extent described in this Form C and the related exhibits. Climatize does not act as an investment adviser, fiduciary, or discretionary representative of Investors.

Investors should rely only on the information contained in this Form C and the exhibits attached hereto when considering an investment. The Issuer has not authorized any person to provide any information or make any representation other than as contained in this Form C and the attached exhibits. The offer to sell and solicitation of offers to buy the Securities are being made only in jurisdictions where such offers and sales are legally permitted.

The information contained in this Form C is believed to be accurate, in all material respects, only as of the date of this Form C, regardless of the time of delivery or any subsequent sale of Securities. The Issuer's business, financial condition, results of operations, and prospects may have changed since that date. Statements contained in this Form C regarding the contents of any agreement or other document are summaries only and may not be complete. Such statements are qualified in their entirety by reference to the full text of the applicable agreements and documents attached as exhibits or otherwise made available as part of this Offering.

Upon purchase of Securities in this Offering, Investors will be bound by the terms of the Securities and the other agreements applicable to the Offering, including provisions relating to payment mechanics, reserve requirements, amendment procedures, and any applicable collateral, pledge, subordination, or account control arrangements, in each case as expressly described in this Form C and the attached exhibits. By investing, each Investor agrees to be bound by the Note, including its consent thresholds, and appoints the Note Administrator for the limited purposes stated in the Note.

The Issuer will provide Investors the opportunity to ask questions of and receive answers from the Issuer's management concerning the terms and conditions of the Offering, the Issuer, and other relevant matters, and to obtain any additional information to the extent required by applicable law before the sale of Securities is consummated. This Form C does not purport to contain all information that a prospective Investor may consider material in evaluating the Offering, and each prospective Investor should conduct its own independent review of the Issuer and the Offering. The statements of the Issuer contained herein are based on information believed by the Issuer to be reliable; however, no representation or warranty is made as to the accuracy or completeness of such information or that circumstances have not changed since the date of this Form C.

The Issuer does not undertake to update or otherwise revise this Form C or other materials supplied herewith except as required by applicable law, including Regulation Crowdfunding. The delivery of this Form C at any time does not imply that the information contained herein is correct as of any time after the date of this Form C. This Form C is submitted solely in connection with the Offering described herein and may not be reproduced or used for any other purpose except as permitted by law. Restrictions on transferability and resale are described elsewhere in this Form C.

Capitalized terms used but not defined in this Form C have the meanings given in the Note. "Offering Documents" means the Note, Schedule A to the Note, this Form C, and the other agreements and disclosures executed or delivered in connection with the Offering. If this Form C and the Note conflict, the Note controls, but nothing in the Note limits any right Investors have under the securities laws based on this Form C.

Attestations

Gold Leaf Farming LP, a limited partnership organized under the laws of Delaware on February 28, 2023 (the "Issuer"), with a website at https://goldleaf.ag/, hereby certifies, represents, and attests that the following statements are true and correct in all material respects in connection with this Offering:

1. The Issuer is organized under, and subject to, the laws of a State or territory of the United States or the District of Columbia.
2. The Issuer is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934.
3. The Issuer is not an investment company, as defined in the Investment Company Act of 1940, and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of that Act.
4. The Issuer is not ineligible to rely on the exemption under Section 4(a)(6) of the Securities Act of 1933 as a result of any disqualification specified in Rule 503(a) of Regulation Crowdfunding.
5. The Issuer has filed with the Commission and provided to Investors, to the extent required, the ongoing annual reports required by Regulation Crowdfunding during the two years immediately preceding the filing of this Form C, or for such a shorter period during which the Issuer was required to file such reports.
6. The Issuer is not a development stage company that either (a) has no specific business plan or (b) has indicated that its business plan is to engage in a merger or acquisition with an unidentified company or companies.
7. The Issuer is not otherwise disqualified from relying on Regulation Crowdfunding or prohibited from conducting this Offering under applicable federal securities laws.

The Issuer certifies and attests that, to the best of its knowledge after reasonable inquiry, the information contained in this Form C and the attached exhibits is true, accurate, and complete in all material respects as of the date of this attestation and does not omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading.

The Issuer acknowledges that Climatize Earth Securities LLC serves as the registered funding portal intermediary for this Offering and may also serve in a ministerial and administrative capacity on behalf of Investors to the extent set forth in this Form C and the attached exhibits.

This attestation is made with the understanding that it may be relied upon by Climatize and other relevant parties for legal, regulatory, compliance, and administrative purposes in connection with this Offering. The Issuer understands the legal and binding nature of this attestation and acknowledges that any false statement, material misstatement, or material omission may result in legal consequences under applicable law.

Pursuant to Section 4(a)(6) and Section 4A of the Securities Act of 1933, as amended, and Regulation Crowdfunding (17 C.F.R. § 227.100 et seq.), the Issuer certifies that it has reasonable grounds to believe that it satisfies the applicable requirements for filing this Form C and has duly caused this Form C to be signed on its behalf by the duly authorized undersigned.

Gold Leaf Farming LP

By: Jimmy Gill
Name: Jimmy Gill
Title: Asset Manager
Date: 2026-11-23

Business

Description of the Issuer. Gold Leaf Farming LP (the "Issuer" or "Gold Leaf") is a Delaware limited partnership that owns and operates agricultural assets through its subsidiaries, principally almond and pistachio orchards. Its general partner, GLF LLC, manages the Issuer's day-to-day operations. The Issuer's consolidated business includes individual farming entities and a shared equipment-services subsidiary supporting farm operations.

Gold Leaf's business generates revenue principally from growing and selling agricultural products. Its operating performance depends on crop yields, crop prices, water availability, labor and other farming costs, and the timing of harvests and collections from customers. For the year ended December 31, 2025, the Issuer reported consolidated crop revenue of $28,528,362 and other revenue of $2,312,846, for total revenue of $30,841,208. Further information concerning the Issuer's financial condition, indebtedness and results of operations appears in the financial statements and financial-condition discussion included in this Form C.

Solar Investment and Agricultural Operations. Gold Leaf is incorporating on-site solar generation into its agricultural operations to reduce purchased electricity costs and exposure to changes in utility rates. The GLF13 solar project serves this operating objective at the Chowchilla Pistachio Farm in California, including electricity used for irrigation pumping.

The Project's anticipated economic benefit is a reduction in farm electricity expenses after completion and authorization to operate. Actual savings will depend on system production, farm electricity consumption, applicable utility tariffs and credits, system availability, and operating and maintenance costs. These savings are expected operating benefits rather than a guaranteed payment stream to investors.

The GLF13 Chowchilla Solar Project. The project financed by this Offering is the GLF13 Chowchilla ground-mounted solar photovoltaic project in Merced County, California (the "Project"). The project is located at 0 Road 11, Chowchilla, California, Assessor's Parcel Number 075-120-050.

This Offering, **Farms, Family and Future**, provides follow-on financing for completion of the same Project supported by the Issuer's prior Solar for Chowchilla Pistachio Farm offering. The Project has progressed into physical construction. The remaining work includes installation of racking and solar modules, electrical installation, inspections, commissioning, and completion of the utility requirements necessary for operation.

Construction Contract and Responsibilities. The Issuer has entered into an engineering, procurement and construction agreement with SolarNorcal LLC, doing business as Excite Energy ("Excite"). The agreement provides for turnkey engineering, procurement and construction of a fully operational solar system, subject to its terms, exclusions and allocation of responsibilities.

Excite's responsibilities include system design, equipment procurement, installation, construction scheduling, obtaining the building and electrical permits assigned to it, arranging required inspections, commissioning, and facilitating utility interconnection. The agreement requires a project schedule updated monthly and provides for milestone invoicing and supporting lien waivers.

Gold Leaf retains the owner responsibilities specified in the agreement, including reviewing designs and invoices, providing site access and required approvals, authorizing certain activities and changes, and funding its contractual obligations.

Construction Status and Completion Schedule. In a November 16, 2026, update, Excite reported that structural piles and the infield and home-run trenching had been installed. Excite scheduled racking and module installation to begin during the week of December 14, 2026, with wiring completion and inspection targeted for the end of December. Its update contemplated county electrical sign-off by the second week of January 2027, subject to weather.

These dates are contractor estimates rather than assurances of completion or energization. County inspection approval and utility permission to operate are distinct steps. The Project remains under construction, and this disclosure does not represent that final inspections, commissioning or utility authorization to operate have been completed.

Pacific Gas and Electric Company is the interconnecting utility and provides for interconnection under its NEM2 framework.

Purpose of the Follow-On Financing. The Issuer is seeking additional capital to fund the remaining Project construction and completion obligations, together with the Offering expenses and Payment Reserve Account described elsewhere in this Form C. Earlier financing supported the same Project, including permitting and material deposits.

Proceeds will be applied to the Project in accordance with the disclosed Use of Proceeds and approved Flow of Funds. The Issuer remains responsible for funding any difference between available proceeds and the amounts necessary to complete the Project.

Gold Leaf Farming LP is the issuer and obligor under the Note. Although proceeds are dedicated to the Project, investors' repayment exposure includes the Issuer's broader financial condition, agricultural operations and existing indebtedness. Project completion and anticipated electricity savings do not, by themselves, establish the Issuer's ability to make quarterly interest payments or repay principal at maturity.

The Offering

Purpose of the Offering. The Issuer is conducting this Offering to raise capital through a Regulation Crowdfunding offering of a fixed-interest promissory note. The purpose of the Offering is described under About the Offering, and the net proceeds will be used as described under Use of Proceeds.

Offering Amounts. The Issuer is seeking to raise a minimum of $175,000 (the "Target Offering Amount") and up to $225,000 (the "Maximum Offering Amount") in gross proceeds in this Offering.

The Offering will have a single Funding Date and a single Closing, as described under Closing Mechanics and Funding.

Investment limits. Under Regulation Crowdfunding, an investor who is not an accredited investor may not invest more, across all Regulation Crowdfunding offerings in any 12-month period (including this Offering), than the following: if either annual income or net worth is less than $124,000, the greater of $2,500 or 5% of the greater of annual income or net worth; if both annual income and net worth are at least $124,000, 10% of the greater of annual income or net worth, up to $124,000. Climatize, as intermediary, applies these limits through investor onboarding, and the Issuer may rely on that process unless the Issuer knows that an investor has exceeded, or would exceed through this Offering, the applicable limit.

Use of Proceeds. Estimated net proceeds will depend on the total amount raised and will reflect deductions for applicable fees, expenses, and required reserve funding, including the origination fee, the note administration fee payable in full at Closing, third-party costs, and funding of the Payment Reserve Account, each as described in this Form C and in the table below:

Item	Target Offering Amount	Maximum Offering Amount
Gross Proceeds	$175,000	$225,000
Origination Fee (6.00%)	$10,500.00	$13,500.00
Note Administration Fee (1.50% of original principal for the 36-month scheduled term, payable in full at Closing)	$2,625.00	$3,375.00
Account Setup and Escrow Setup Fees ($500 + $650); optional filing and additional third-party costs excluded	$1,150.00	$1,150.00
Payment Reserve Account Funding	$4,156.25	$5,343.75
Estimated Net Proceeds to Issuer	$156,568.75 before additional third-party costs	$201,631.25 before additional third-party costs

Use of Net Proceeds. Net proceeds will be applied to Excite installation and completion costs for GLF13. The current sources-and-uses worksheet allocates $21,278.88 to module installation, $51,473 each to inverter installation, electrical equipment installation and substantial completion, $25,736 to final completion, and $3,255 to an unallocated contract-price difference, for a total of $204,688.88. At the Target Offering Amount, net proceeds of $156,568.75 leave $48,120.13 to be funded by the Issuer. At the Maximum Offering Amount, net proceeds of $201,631.25 leave $3,057.63. Funds raised above the Target Offering Amount will be applied to the same remaining GLF13 completion costs and reduce the required contribution from other sources.

Use of Net Proceeds: Professional Fees and Operating Expenses. The disclosed origination, administration, account setup and escrow setup fees and Payment Reserve Account are deducted from gross

proceeds as shown above. Ordinary operating expenses unrelated to completing GLF13 are payable from the Issuer's other funds; this Offering does not authorize unrestricted spending for affiliates or unrelated projects. The $1,150 allowance comprises the $500 Account Setup Fee and $650 Escrow Setup Fee. The optional $650 Filing and EDGAR Fee applies only if the Issuer asks Climatize to file its Form C and Form C-U. Background checks cost $150 per required individual; any entity-screening charge and other third-party costs are additional.

Payment Reserve Account. A portion of the gross proceeds will fund the Payment Reserve Account at Closing, as described under Payment Reserve Account in the Terms of the Offering.

Financing Terms. The financing terms of the Securities, including the interest rate, term, payment terms, and fees, are described under Terms of the Offering.

Directors, Officers, and Employees

Jack McCarthy is the Co-Founder and Chief Executive Officer, David Warrell is the Vice President of Finance and Jackie Zielke is the Vice President of Operations.

Full Name	Position/Title
Jack McCarthy	Co-Founder and Chief Executive Officer

The Issuer may also engage additional personnel, advisors, consultants, or independent contractors to support its operations, business development, administration, legal compliance, technical functions, deployment activities, or other business needs.

Officers and Director Backgrounds

Jack McCarthy

Positions and offices held with the Issuer: Co-Founder and Chief Executive Officer
Employer: Gold Leaf Farming group (principal business: agricultural investment and farm operations)
Dates of Service: 2017 (group co-founding) to Present

Principal Security Holders

The following table sets forth, as of the most recent practicable date, each person who is the beneficial owner of twenty percent (20%) or more of the Issuer's outstanding voting equity securities, calculated on the basis of voting power.

Full Name	Nature of Beneficial Ownership	Ownership Percentage
Jack McCarthy	General partner control (voting power)	100%

Jack McCarthy controls 100% of the Issuer's voting power through the general partner. Voting control is distinct from ownership of 100% of the economic interests.

Current Employees

There are zero direct full-time employees of the Issuer. The Issuer relies on contractors, consultants, advisors, or other non-employee personnel to support operations, legal and compliance functions, technical work, deployment activities, business development, or administrative functions.

Terms of the Offering

Summary. You are purchasing a Participation in the Note. The following sets forth the material terms of the Offering and the Securities.

Security

Instrument	Fixed-Interest Promissory Note
Structure	Investors acquire pro rata participation interests in a single promissory note issued by the Issuer. Each participation represents a pro rata interest in the Issuer's obligations under the Note.
Target Offering Amount	$175,000
Maximum Offering Amount	$225,000
Interest Rate	9.50% per annum (fixed)
Offering Period	The Offering launched on November 23, 2026. The Offering deadline is February 21, 2027, at 11:59 p.m. Pacific Time, ninety (90) calendar days after that launch date, unless closed earlier under the procedures described below.
Closing Structure	This Offering will have a single Funding Date and a single Closing. Multiple or rolling closings are not permitted.
Term	The scheduled term is thirty-six (36) months from April 1, 2027 (the "Conversion Date") through April 1, 2030 (the "Maturity Date"). Interest for the period from the Funding Date through March 31, 2027, is payable April 1, 2027; the first regular quarterly payment is due July 1, 2027.
Minimum Investment	The minimum investment for this Offering is $10. Additional investments may be made in increments of $1.

Closing Mechanics and Funding. The "Funding Date" is the date on which the Offering closes to new investment commitments. Interest begins to accrue on the Funding Date. The "Closing" takes place after the Funding Date, when investor funds are released from escrow, the net proceeds are sent to the Issuer, and the fees payable to Climatize are paid. The Closing may occur several days after the Funding Date while investor funds settle in escrow.

The Funding Date will not occur earlier than twenty-one (21) calendar days following the date on which the Offering is first made publicly available on the funding portal. Upon reaching the Maximum Offering Amount, no additional investment commitments will be accepted, and the Offering closes on the Offering deadline or earlier under the early-closing procedure described in Appendix 1.

If the Target Offering Amount has been reached, the Issuer may, with Climatize's approval, set an earlier Offering deadline (and therefore an earlier Funding Date) under the early-closing procedure in Appendix 1. No funds will be disbursed to the Issuer unless the Target Offering Amount has been achieved and all conditions to release under Regulation Crowdfunding have been satisfied. If the Target Offering Amount is not achieved within the permitted Offering period, the Offering will terminate and investor funds will be returned in accordance with Regulation Crowdfunding requirements and applicable escrow arrangements.

Investor funds will initially be held in escrow with a qualified third-party financial institution. Upon Closing and satisfaction of applicable release conditions, funds will be transferred to a custody or controlled account (the "Custody Account"). From that account, applicable fees and expenses will be deducted, net proceeds will be transferred to the Issuer, and required amounts will be retained to fund the Payment Reserve Account. The custody or controlled account, or a designated portion thereof, will serve as the Payment Reserve Account.

Interest and Repayment Terms. The Note provides for interest-only payments during the term, with the principal balance due at maturity.

The Note bears interest at a fixed annual rate of 9.50% per annum on a simple, non-compounding basis. Interest accrues on each Investor's participation amount beginning on the Funding Date and is calculated using an Actual/365 day-count convention.

Payments are made quarterly in arrears on January 1, April 1, July 1, and October 1. Interest for the Initial Stub Period is paid on the Conversion Date, and the first regular quarterly payment is due on the next such date. If a payment date is not a Business Day (any day other than a Saturday, Sunday, or federal banking holiday), payment is due on the next Business Day. Scheduled quarterly payments are structured to be substantially equal in amount; however, the actual amount of accrued interest during any accrual period may vary based on the timing of the Funding Date and the number of days in each accrual period.

For each Investor, interest for the period from the Funding Date through the day before the Conversion Date (the "Initial Stub Period") will be calculated on the actual number of days elapsed and is payable on the Conversion Date. Any difference between total interest accrued and aggregate scheduled interest payments made during the term will be reconciled and paid on the maturity date or earlier upon prepayment or acceleration.

Repayment and Prepayment. All outstanding principal, together with accrued and unpaid interest, will be due and payable on the maturity date.

The Note may be prepaid, in whole or in part, without premium or penalty, only on a scheduled payment date, on at least fifteen (15) Business Days' prior written notice to Investors, Climatize, and the payment provider, and the prepayment must include all accrued and unpaid interest on the principal prepaid to but excluding the prepayment date.

For purposes of calculating accrued interest in connection with any prepayment, interest will be determined for each Investor based on such Investor's participation amount, from the Funding Date.

Mandatory prepayment. The Issuer must prepay the Note in full, without premium or penalty, within thirty (30) calendar days after (a) a Change of Control that is not a Permitted Change of Control, as described under Change of Control; (b) a sale of the financed project, or of the Issuer's interest in it, to a person that is not an affiliate of the Issuer. No additional tax-credit, grant, refinancing or other take-out event is designated for mandatory prepayment under clause (c) of Section 5 of the Note.

Payment Reserve Account At Closing, a Payment Reserve Account will be funded from the gross proceeds in an amount equal to 2.375% of the Original Principal Amount, representing one (1) regular quarterly interest payment under the Note and excluding the maturity principal balloon (the "Minimum Reserve Amount"). The Payment Reserve Account is held in the Custody Account, from which payments to Investors are made. The Issuer must deposit each scheduled payment into the Custody Account no later than fifteen (15) calendar days before the payment date. If the Issuer does not deposit a scheduled payment in full and on time, the Payment Reserve Account is applied to the shortfall, and the Issuer must restore the Minimum Reserve Amount within fifteen (15) calendar days. Amounts in the Payment Reserve Account are applied only to interest and principal due to Investors. At maturity or an earlier repayment in full, available reserve principal is applied first to the final interest payment and then to any remaining principal due to Investors, pro rata and subject to the Note's payment priorities. The Issuer funds the remaining payoff

after crediting the reserve application. Surplus reserve principal after all Investor obligations have been paid is returned to the Issuer. No replenishment is required solely because the reserve is applied as part of a final payoff that pays all Investor obligations in full. Interest earned on the account, distinct from reserve principal, is payable to Climatize. Reserve principal is not a fee or forfeiture payable to Climatize. An unsuccessful distribution caused by a disconnected investor funding account does not, by itself, transfer ownership of the Investor's payment to Climatize; undeliverable amounts are handled under applicable law and the provider's procedures.

The Payment Reserve Account will be held through the applicable qualified third-party financial institution or custody or controlled account arrangement established for the Offering, as described in this Form C and the related exhibits. Unless expressly stated otherwise in this Form C and the related exhibits, no deposit account control agreement, sweep instruction, or security or control arrangement in favor of Investors applies at issuance to this Offering. The Issuer's payment and reserve authorization permits the account provider to apply the Payment Reserve Account to a payment shortfall as described above.

Use of Proceeds Restrictions. Proceeds may not be used for dividends, equity distributions, owner distributions, speculative investments, repayment of unrelated indebtedness, or insider or affiliate obligations outside the ordinary scope of the Issuer's disclosed business, except as disclosed in this Form C or otherwise permitted under the Note. Working-capital or general corporate spending is permitted only to the extent described under Use of Proceeds.

Fees and Expenses. The Issuer is responsible for all fees and expenses associated with the Offering, including platform fees, origination fees, note administration fees, escrow fees, regulatory and filing expenses, legal fees, accounting fees, compliance expenses, and other administrative or third-party costs incurred in connection with the Offering. Investors do not pay these fees. Interest accrues on each Investor's full participation amount, and fees deducted from gross proceeds at Closing do not reduce it. If the Issuer fails to pay a fee owed to Climatize when due, that fee is paid ahead of Investors from the Issuer's later payments under the Note.

The fees payable to Climatize are described under Intermediary Role and Compensation.

Payment Waterfall. Except as provided below following an Event of Default, amounts paid by or on behalf of the Issuer in respect of the Note are applied in the following order of priority:

- Fees and expenses then due and unpaid to Climatize (other than any cancellation fee) or to a third-party provider under Schedule A to the Note or an executed agreement, to the extent not previously paid. Amounts in the Payment Reserve Account are never used for fees. The Origination Fee and Note Administration Fee are paid in full at Closing and are not paid again.
- Accrued and unpaid interest then due to Investors, on a pro rata basis.
- Principal then due to Investors, including principal designated for a permitted prepayment, on a pro rata basis.
- Replenishment of the Payment Reserve Account to the Minimum Reserve Amount. No replenishment or continued retention is required after all Investor obligations have been paid in full; the final-payoff application and release provisions under Payment Reserve Account govern.
- Any other amounts then due to Investors under the Note.

Any remaining amount to the Issuer, unless it must remain in the Payment Reserve Account or is otherwise restricted.

Following an Event of Default, the order of application may be modified if such modification is approved by the Investors at the applicable consent threshold set forth in this Form C. Without limiting the foregoing, after an Event of Default, Investors may approve the application of available funds to principal before accrued interest if such treatment is approved in accordance with the Investor consent provisions described in this Form C. Following an Event of Default, amounts recovered through collateral, guarantees, or enforcement proceedings are applied, subject to applicable law and any governing credit-support and

intercreditor agreements, first to reasonable, documented, and authorized third-party costs of preserving, enforcing, and distributing the recovery; second to accrued and unpaid interest; third to principal then due, including principal that has become due by acceleration; fourth to other amounts due under the Note; and finally to the person legally entitled to any surplus.

Collateral and Priority. Additional GLF13 project collateral is contemplated, subject to the grantor's rights, required senior-lender consent and execution of the applicable security instruments. Unless and until those instruments establish a security interest, Investors have no established project lien and receive only the contractual benefit of the Payment Reserve Account.

The Payment Reserve Account constitutes contractual credit support for the Securities. Unless expressly stated otherwise in this Form C and the related exhibits, Investors do not have a perfected security interest in, or account control rights over, the Payment Reserve Account solely by virtue of their investment. If this Form C expressly discloses specific collateral, pledge rights, account control rights, reimbursement rights, guarantees, or other credit support for this Offering, such rights shall be limited to the specific assets, rights, or arrangements expressly described in this Form C and the attached exhibits. Any such credit support may be limited in nature, may not be fully perfected, may be contingent, and shall inure to the benefit of Investors on a pro rata basis in accordance with their participation interests.

Investors should not assume that repayment is guaranteed, that any collateral has a realizable liquidation value equal to the outstanding obligations, or that any disclosed credit support will fully satisfy the Note in a downside or enforcement scenario.

Subordination. Contractual subordination to American Ag Credit is contemplated, subject to the applicable executed subordination or intercreditor agreement. Existing secured lenders may have priority in their collateral independently of contractual payment subordination. This Form C does not itself establish a payment blockage, standstill or turnover obligation.

After issuance, the Note may be subordinated to other indebtedness only with Majority Approval of Investors under the Note.

Covenants and Ongoing Obligations. The Issuer shall comply with affirmative covenants during the term of the Note including, but not limited to, the following:

- maintain its business and operations in commercially reasonable condition, consistent with its business model and stage of operations;
- maintain books, records, and internal controls appropriate for its size and operations;
- comply in all material respects with applicable laws, rules, regulations, permits, and contractual obligations;
- maintain and replenish the Payment Reserve Account as required by this Form C and the Offering Documents;
- provide periodic financial and operational information to the extent required by applicable laws and the terms of the Offering; specifically, deliver an annual balance sheet, income statement and Covenant Compliance Certificate to Climatize, as Note Administrator, within ninety (90) calendar days after fiscal year-end, with no routine quarterly financial-statement delivery;
- file its Regulation Crowdfunding reports when due, including Form C-U, the annual report on Form C-AR, and Form C-TR, and answer Investor questions in the Offering's discussion channel on the funding portal promptly;
- give Climatize, as Note Administrator, within thirty (30) calendar days after a written request, access to the Project's power production data, where applicable, and to the Issuer's and the Project's cash flow data, and answer its inquiries about the performance of the Note;

- provide notice of material developments, material adverse events, and defaults to the extent required by applicable law and the terms of the Offering; and
- maintain insurance coverage customary for its business and operations.

The Issuer shall not take any action prohibited by the terms of the Note or this Form C, including misuse of proceeds, failure to maintain required reserves, or actions that materially impair the repayment rights of Investors. Without the Investor approval required under the Note, the Issuer may not make distributions to equity holders except as disclosed in this Form C; may not make payments to insiders or affiliates other than (a) compensation, expense reimbursement, or ordinary-course payments consistent with past practice or disclosed arrangements, (b) arm's-length commercial transactions in the ordinary course of business, or (c) payments disclosed in this Form C; may not permit subordination beyond what this Form C permits; and may not sell or transfer all or substantially all of its assets or other core assets outside the ordinary course of business.

Change of Control. Upon a Change of Control, all outstanding principal and accrued and unpaid interest under the Note shall be prepaid in full, without premium or penalty, within thirty (30) calendar days after the Change of Control, unless the transaction constitutes a Permitted Change of Control or Investors approve alternative treatment in accordance with the amendment and consent provisions set forth in this Form C.

"Change of Control" means (a) a sale or other disposition of all or substantially all of the Issuer's assets outside the ordinary course of business; (b) any transaction or series of related transactions resulting in a change in ownership or control of more than 50% of the voting power or equity interests of the Issuer; (c) a merger, consolidation, recapitalization, or reorganization after which the persons controlling the Issuer immediately before it do not retain at least 50% of the voting power or equity interests of the surviving entity; or (d) any other transaction having the practical effect of transferring control of the Issuer, in each case other than a Permitted Change of Control.

For purposes of this Offering, "Permitted Change of Control" means any transaction or series of related transactions expressly contemplated by this Form C and the related exhibits or undertaken in the ordinary course of the development, financing, construction, ownership, capitalization, placed-in-service transition, or long-term operation of a renewable energy project, including, without limitation, tax equity financing, the admission of a tax equity investor, the implementation of a partnership flip structure, construction financing, back-leverage financing, warehouse financing, permanent financing, project-level ownership transfers (other than a sale of the financed project, or of the Issuer's interest in it, to a person that is not an affiliate of the Issuer), affiliated holding structures, or similar renewable-energy financing transactions, provided that such transaction does not materially impair the Issuer's ability to perform its obligations under the Securities and does not materially and adversely affect Investors' rights, payment priority, or access to any expressly disclosed collateral, credit support, or contractual rights. No Permitted Change of Control shall, by itself, trigger a mandatory prepayment of the Note.

Events of Default. Each of the following constitutes an Event of Default under the Note:

- failure by the Issuer to pay any principal, interest, fee (other than the Late Funding Fee, whose non-payment is not an Event of Default), or other amount due under the Note when due, provided that a scheduled payment paid in full on its due date by application of the Payment Reserve Account is not a failure under this clause (the replenishment obligation under the Note still applies);
- failure by the Issuer to establish, maintain, fund, or replenish the Payment Reserve Account as required by the Note, Schedule A to the Note, or the Offering Documents;
- breach by the Issuer of any material covenant, obligation, representation, or warranty under the Note or the Offering Documents, which breach remains uncured for thirty (30) calendar days after written notice thereof, if such breach is capable of cure;
- any material misstatement or omission in the Offering Documents;
- misuse of proceeds of the Offering in a manner inconsistent with the Note or the Offering Documents;

- insolvency of the Issuer, the commencement by or against the Issuer of any bankruptcy, receivership, liquidation, reorganization, assignment for the benefit of creditors, or similar proceeding, or the appointment of a receiver, trustee, custodian, or similar official with respect to the Issuer or a material portion of its assets;
- any default by the Issuer under other indebtedness or financing arrangements that would reasonably be expected to materially impair the Issuer's ability to perform its obligations under the Note;
- dissolution, cessation of operations, loss of legal existence, or other event that would reasonably be expected to materially impair repayment of the Note; or
- any attachment, levy, restraint, enforcement action, or similar proceeding affecting the Issuer or its assets that would reasonably be expected to materially impair the Issuer's ability to perform its obligations under the Note.

If the Issuer has other Regulation Crowdfunding notes outstanding, a default under those notes will not automatically constitute an Event of Default under this Note solely because it occurred.

The Issuer shall provide notice of material adverse developments and Events of Default to the extent required by applicable law and the terms of the Offering.

Default Interest and Remedies. Upon the occurrence and continuation of an Event of Default, default interest shall accrue on the outstanding principal balance at a rate per annum equal to the otherwise applicable Interest Rate plus 2.00%.

Default interest replaces, rather than adds to, the ordinary interest rate for the same principal and accrual period. Default interest accrues from the date the Event of Default occurs until it is cured, to the extent capable of cure, or waived by Investors, or all amounts due under the Note are paid in full.

Upon an Event of Default, Investors shall have the rights and remedies provided in the Note, this Form C, and applicable law, which shall include, but not be limited to, the following:

- acceleration of all outstanding principal and accrued and unpaid interest, automatically on an insolvency Event of Default or on written notice, given through the Note Administrator, from the Investor Representative or from Investors giving Majority Approval; Investors giving Majority Approval may rescind an acceleration if all Events of Default have been cured or waived and all amounts then due, other than accelerated principal, have been paid;
- application of funds held in the Payment Reserve Account;
- enforcement of any applicable collateral, pledge, reimbursement, or account control rights expressly disclosed in this Form C;
- exercise of rights under any disclosed custody, control, sweep, or account arrangements, if expressly applicable;
- commencement of collection, enforcement, or other creditor remedies permitted by law; and
- approval of a restructuring, workout, or modified payment application in accordance with the Investor consent provisions set forth herein.

Description of Securities. The Securities offered hereby are debt securities in the form of pro rata participation interests in a fixed-interest promissory note issued by the Issuer. Investors are creditors of the Issuer. Investors are not equity holders of the Issuer and do not receive equity ownership, conversion rights, profit participation, governance rights, or residual value rights, except to the limited extent, if any, expressly stated in this Form C.

The return to Investors is limited to the stated interest rate and repayment of principal in accordance with the terms of the Securities. Repayment depends on the Issuer's financial condition, liquidity, compliance with the Offering terms, and the enforceability of the Issuer's obligations. Repayment is not guaranteed.

Voting, Consent, and Amendment Rights. How Investor decisions work, in summary. Investors make decisions about the Note in three ways, described in detail below.

After a default, the largest Investor that agrees to serve acts for everyone. The Investor holding the largest principal amount of the Securities (or, if two hold the same amount, the one who invested first) becomes the Investor Representative. Without a vote, it can accelerate the Note, demand payment, enforce collateral, sue, and negotiate with the Issuer. It cannot forgive, reduce, delay, or settle anything on its own.

Shared decisions are made by majority vote. Decisions that affect the whole Note or the collateral all Investors share are approved by more than half of the principal amount that votes. A vote stays open for at least ten (10) calendar days and counts only if Investors holding at least half of the principal take part. Not voting never counts as a yes.

Each Investor decides about its own money. A change to the maturity, payment dates, payment amounts, interest rate, or principal of an Investor's securities applies only if that Investor accepts it. An Investor that does not accept keeps its existing terms, and the Issuer must make any such offer to all Investors on the same terms.

Investors do not have general voting rights in the governance or management of the Issuer. Following Closing, however, Investors have consent or approval rights with respect to certain amendments, waivers, restructurings, or other actions affecting the Note and their rights thereunder.

Unless otherwise expressly stated in this Form C, the following approval structure applies: Participations held by the Issuer or its affiliates are disregarded for every consent, approval, waiver, or election.

Majority Approval. Approval by Investors holding more than fifty percent (50%) of the principal amount of participation interests voting on the matter, in a vote that meets the quorum described below, shall be required for:

- waivers of non-payment Events of Default;
- modifications to non-economic covenants;
- modifications to reporting or notice obligations;
- amendments that do not materially and adversely affect core economic rights of Investors;
- restructurings or workouts that do not alter principal amount, interest rate, maturity, payment priority, or other core economic terms;
- subordination of the Note to any indebtedness not disclosed in this Form C as senior at issuance or pre-authorized under Subordination;
- material changes to Payment Reserve Account requirements;
- approval of alternative treatment of a Change of Control, release of all or substantially all collateral or any guaranty, and waiver of a payment Event of Default (no waiver may reduce or postpone an amount payable to an Investor who has not consented);
- changes to the payment waterfall following a default, including applying principal before accrued interest;
- restructurings affecting the priority of payments; and
- any other amendment that materially affects Investor recovery or enforcement rights, but does not require an Investor's individual consent.

Individual Consent. The following changes apply to an Investor's securities only if that Investor consents, and no vote of other Investors can make them binding on an Investor that does not consent:

- any reduction in the principal of its securities;
- any reduction in the interest rate on its securities;
- any extension of the maturity of its securities;
- any change to the amount, timing, or structure of the payments on its securities, including any deferral;
- any change to its right to share pro rata in payments and recoveries;
- any amendment of these consent provisions that removes or limits its rights under this paragraph;
- any amendment that treats it less favorably than other Investors; and

- any other amendment that materially impairs its core economic rights in a way that does not apply equally to all Investors.

Voting procedure. Each vote is opened by notice from Climatize to the Investors on the register on the date of the notice and stays open for at least ten (10) calendar days. A vote is valid only if Investors holding at least fifty percent (50%) of the outstanding principal take part; otherwise, the matter is not approved. Majority Approval is measured against the principal amount voting. An Investor that does not vote is not treated as consenting. If it is unclear whether a matter needs Majority Approval or an Investor's individual consent, individual consent is required. The Issuer may offer a change that needs individual consent to all Investors on the same terms; each Investor decides within the period stated in the offer, at least ten (10) calendar days, whether to accept it for its own securities, and an Investor that does not accept keeps its existing terms. Each Investor's securities are then paid according to their own terms, and if the amount available on a payment date is not enough to pay everything then due, it is applied pro rata to the amounts then due.

Climatize, in its ministerial and administrative capacity, shall implement amendments, waivers, and actions that have been duly approved by Investors in accordance with these consent thresholds, but shall not have discretionary authority to approve such matters on behalf of Investors. Climatize, as Note Administrator, and the Issuer may also, without Investor vote, correct clerical, scrivener's, computational, typographical, formatting, or other ministerial errors that do not materially and adversely affect Investor rights.

Investor consent may be obtained through electronic consent on the funding portal or other designated platform, written consent, or other procedures expressly disclosed in this Form C and permitted by applicable law.

Investor Representative Following Default. When an Event of Default occurs and is continuing, the Investor holding the largest outstanding principal amount of the Securities becomes the representative of all Investors (the "Investor Representative"). If two or more Investors hold the same amount, the Investor whose investment commitment was accepted first ranks first. If that Investor declines, does not accept within ten (10) Business Days, resigns, or becomes unable to serve, the next Investor in the same order becomes the Investor Representative. The Issuer, its affiliates, and Climatize may not serve, and their holdings are disregarded. The Investor Representative serves until every Event of Default is cured or waived and cannot be removed by Investor vote. On accepting, it must disclose any material conflict of interest. No Investor is required to serve as Investor Representative or to fund enforcement, and the Investor Representative is not required to take any particular action. If no Investor accepts, acceleration and enforcement of shared credit support require Majority Approval, and a vacancy does not suspend the Issuer's obligations. Each Investor, by investing, appoints the Investor Representative as its agent for these actions. Without a further vote, the Investor Representative may accelerate the Note, demand payment, enforce any collateral or guaranty, sue to collect amounts due, retain counsel, and negotiate with the Issuer. It may not waive a default, rescind an acceleration, settle or release claims or collateral, agree to any forbearance, extension, restructuring, or amendment, or change payment priorities without Investor approval at the consent thresholds above. It acts in good faith for all Investors ratably, does not hold Investor funds, is not liable for good faith actions within its authority except for gross negligence, willful misconduct, or fraud, has its reasonable enforcement costs repaid from recoveries, and is paid only if Investors approve. Climatize identifies the Investor Representative from the register and sends the notices but does not select, direct, or act as the Investor Representative.

Each Investor may always sue the Issuer to collect its own overdue principal and interest. Acceleration of the Note and enforcement of collateral or other credit support held for all Investors are carried out only by the Investor Representative or as approved by Investors, and anything an Investor recovers from that shared credit support is shared ratably among all Investors. Each Investor may also, for its own securities only and without a vote, waive or defer a payment owed to it or agree to other treatment of its own securities. No

such decision binds other Investors or affects amounts owed to them, and anything the Issuer offers an Investor for such a decision must be offered to all Investors on the same terms.

Transfer Restrictions Under Regulation Crowdfunding. The Securities may not be transferred by any purchaser during the one-year period beginning when the Securities were issued, unless transferred:

- to the Issuer;
- to an accredited investor;
- as part of an offering registered with the Commission; or
- to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

For this purpose, "member of the family of the purchaser or the equivalent" includes a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the purchaser, including adoptive relationships, and "spousal equivalent" means a cohabitant occupying a relationship generally equivalent to that of a spouse.

After the expiration of the applicable restricted period, transfers remain subject to administrative procedures, recordkeeping requirements, applicable law, and any consent or transfer conditions expressly described in this Form C and the related Offering Documents.

Valuation / Purchase Price. The Securities are issued at par value based on the amount invested by each Investor. The return to Investors is based solely on the stated fixed interest rate and the repayment terms set forth in this Form C. The Securities do not provide for any equity appreciation, conversion feature, profit-sharing feature, or other participation in the Issuer's enterprise value, except to the extent expressly stated in this Form C. The Issuer does not expect to value the Securities in the future other than at their outstanding principal amount plus accrued and unpaid interest.

Past Exempt Offerings. The Issuer previously conducted the following offerings under Securities Act Section 4(a)(6) and Regulation Crowdfunding, issuing participation interests in fixed-interest construction promissory notes:

Offering	Flow of Funds date	Amount sold
Solar for Regenerative Farm	December 25, 2025 and January 9, 2026—two closings	$398,160
Solar for Unicorn Road	January 23, 2026	$420,300
Solar for Chowchilla Pistachio Farm	April 21, 2026	$346,420
Total		**$1,164,880**

The prior Solar for Chowchilla Pistachio Farm offering financed the same GLF13 solar project supported by this Offering. Of its $346,420 in gross proceeds, $313,293.12 was disbursed to the Issuer after the reserve, servicing, portal and transaction allocations reflected in its Flow of Funds. The present Offering provides additional financing to complete that Project.

Financial Condition

Forward Looking Statements. THIS SECTION CONTAINS CERTAIN FORWARD-LOOKING FINANCIAL STATEMENTS, ESTIMATES, PROJECTIONS, AND ASSUMPTIONS REGARDING THE ISSUER'S ANTICIPATED FINANCIAL CONDITION, OPERATING PERFORMANCE, LIQUIDITY, CAPITAL RESOURCES, AND BUSINESS PROSPECTS. ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THOSE REFLECTED IN SUCH FORWARD-LOOKING STATEMENTS AS A RESULT OF NUMEROUS FACTORS, INCLUDING THE RISKS DESCRIBED IN THIS FORM C, CHANGES IN MARKET CONDITIONS, CHANGES IN THE ISSUER'S OPERATING PERFORMANCE, CHANGES IN FINANCING AVAILABILITY, REGULATORY DEVELOPMENTS, DELAYS IN EXECUTION, AND OTHER KNOWN AND UNKNOWN UNCERTAINTIES.

FORWARD-LOOKING STATEMENTS IN THIS SECTION ARE BASED ON MANAGEMENT'S CURRENT EXPECTATIONS AND ASSUMPTIONS AS OF THE DATE OF THIS FORM C. EXCEPT AS REQUIRED BY APPLICABLE LAW, THE ISSUER UNDERTAKES NO OBLIGATION TO PUBLICLY UPDATE, REVISE, OR SUPPLEMENT ANY FORWARD-LOOKING STATEMENTS TO REFLECT EVENTS, CIRCUMSTANCES, OR CHANGES IN EXPECTATION OCCURRING AFTER THE DATE OF THIS FORM C.

STATEMENTS ABOUT CONSTRUCTION TIMING, ANTICIPATED ELECTRICITY SAVINGS, FINANCING AND REPAYMENT REFLECT CURRENT EXPECTATIONS. ACTUAL RESULTS MAY DIFFER BECAUSE OF AGRICULTURAL CONDITIONS, CONSTRUCTION DELAYS, UTILITY APPROVALS, FINANCING AVAILABILITY AND OTHER RISKS DESCRIBED IN THIS FORM C. THE ISSUER WILL PROVIDE UPDATES REQUIRED BY APPLICABLE LAW.

Financial Condition and Results of Operations. Appendix 3 contains the audited consolidated financial statements of Gold Leaf Farming LP and its subsidiaries for 2025 and 2024, together with Crowe LLP's report dated September 30, 2026. These statements describe the consolidated business, rather than the GLF13 Project alone.

Financial measure	2025	2024
Revenue	$30,841,208	$26,079,312
Net loss	$(20,475,610)	$(21,255,275)
Cash used in operating activities	$3,183,602	$15,915,626
Year-end cash	$817,476	$1,406,848

Revenue increased approximately 18.3% in 2025, principally from higher crop revenue. Nevertheless, the Company remained unprofitable. The 2025 loss included a $7,937,044 impairment charge related to agricultural assets held for sale, as well as substantial depreciation and amortization. These noncash charges explain part of the difference between the reported loss and operating cash consumption.

The Company has relied on partner contributions and financing in addition to operating receipts. Partners contributed $9,260,000 in 2025 and $14,469,014 in 2024. Continued access to capital and improved operating performance are important to meeting its obligations.

Liquidity and Existing Obligations. At December 31, 2025, the Company had $817,476 in cash, $41,876,117 in current assets and $15,845,242 in current liabilities. Current assets included substantial receivables, inventories and assets held for sale; they were not all cash available for immediate use.

Gross consolidated debt totaled $74,181,899, including $9,325,720 classified as current maturities. Operating lease liabilities were an additional $21,024,279. Much of the debt is secured, and existing financing terms may restrict borrowing, asset transfers and payments.

A September 2026 amendment extended the principal revolver's maturity to July 1, 2027, and revised certain financial-covenant deadlines. The audit also reports a waiver of a financial-reporting covenant violation. Historical balances and that waiver do not establish current liquidity or compliance with all financing requirements.

The audit describes additional partner capital expected during 2026 and a planned agricultural asset sale. This discussion does not assume those sources remain available or that sale proceeds are available to repay investors.

Project Completion and This Offering. This Offering finances completion of the GLF13 Chowchilla solar project. In the November 16, 2026, contractor update, Excite reported installed structural piles and trenching, with racking and module installation scheduled for December and county electrical sign-off targeted by the second week of January 2027, subject to weather. Final inspection and PG&E authorization to operate remain separate milestones.

The Project is intended to reduce farm electricity expenses after operation begins. Those savings are not guaranteed, and the supplied Project model does not demonstrate coverage of the proposed Note's payments.

The Offering seeks $175,000 to $225,000. Estimated net proceeds are $156,568.75 to $201,631.25 before additional excluded third-party costs. The supplied budget allocates $204,688.88 to this financing. Accordingly, estimated net proceeds fall below that allocation by approximately $48,120 at the target or $3,058 at the maximum, before additional costs. Other available funds or revised allocations would be necessary to cover the difference; a committed source is not established by the supplied records.

The prior Chowchilla offering raised $346,420 and disbursed $313,293.12 to the Issuer. That disbursement does not establish how much remains available. Construction invoices and remaining obligations must be considered alongside prior payments to avoid counting the same costs twice.

Capitalization and Repayment. At December 31, 2025, partners' equity totaled $94,785,799, including $22,712,645 of redemption interests. Those interests have no fixed redemption date but accrue an 8% annual return compounded daily, creating potential future demands on cash.

Gold Leaf Farming LP is responsible for the Note's quarterly interest payments and principal repayment on April 1, 2030. Investors depend on the Issuer's available cash and financial performance, subject to its existing obligations and financing restrictions. Project completion and electricity savings alone do not establish sufficient funds to repay the Note, and the financial information presented does not identify a dedicated, fully funded source for the principal payment at maturity.

Regulatory Information

Tax. Investors are expected to receive annual tax reporting information relating to their investment to the extent required by applicable law, including IRS Form 1099-INT or any successor or substitute form, if applicable. Climatize may assist the Issuer in preparing draft tax reporting forms for review by the Issuer; however, the Issuer remains responsible for the accuracy, approval, and timely issuance of all tax reporting required in connection with the Offering.

Investors are responsible for maintaining current tax identification information, legal name, mailing address, and email address with Climatize and, where applicable, the Issuer, in order to facilitate delivery of tax documents and other required notices. Investors should consult their own tax advisers regarding the U.S. federal, state, local, and any non-U.S. tax consequences of an investment in the Securities.

Disqualification. The Issuer represents that neither it, nor any of its predecessors, affiliated issuers, directors, officers, general partners, managing members, or beneficial owners holding twenty percent (20%) or more of the Issuer's outstanding voting equity securities, nor any other person covered by Rule 503 of Regulation Crowdfunding, is subject to a disqualifying event that would make the Issuer ineligible to rely on Regulation Crowdfunding. Rule 503 identifies a range of disqualifying events, including certain criminal convictions, court injunctions and restraining orders, certain final orders of specified regulators, certain SEC disciplinary orders, certain SEC cease-and-desist orders, suspension or expulsion from SRO membership, SEC stop orders, and false representation orders. No event occurred before May 16, 2016, that would have been a disqualifying event under Rule 503(a) had it occurred on or after that date.

Related Person Transactions. The Company conducts transactions with affiliated entities sharing general partners, certain common equity holders or management. These include equipment sharing, joint processing of farm invoices and costs, and management services provided by GLF Management Company LLC. In 2025, the Company incurred approximately $2,314,000 for shared administrative services and $1,386,000 for management oversight, recognized approximately $826,000 of related-party equipment-rental revenue, and reported approximately $935,000 due from related parties at year-end. It also rents shop space from a related-party farm. These arrangements create potential conflicts because affiliated parties may have interests different from those of Investors. See Appendix 3, Note 7, for further details.

Annual Reports. The Issuer is required to file an annual report on Form C-AR with the SEC not later than one hundred twenty (120) calendar days after the end of each fiscal year and to make that report available on its website. The Issuer will post each annual report at https://goldleaf.ag/. Within ninety (90) calendar days after each fiscal year-end, the Issuer shall deliver to Climatize, as Note Administrator, (a) a balance sheet and income statement and (b) a Covenant Compliance Certificate. If a separate Borrower is designated, it shall also deliver project-level financial statements or compliance reports reasonably requested in accordance with the Note. No routine quarterly financial-statement delivery is required for this Offering. This annual delivery covenant is separate from, and does not limit, the Issuer's Regulation Crowdfunding reporting obligations. Quarterly interest payments remain payable under the Note.

The Issuer will continue to comply with the ongoing annual reporting requirements of Regulation Crowdfunding until one of the following occurs:

- the Issuer becomes subject to SEC reporting under Section 13(a) or Section 15(d) of the Exchange Act;
- the Issuer has filed at least one annual report since its most recent Regulation Crowdfunding offering and has fewer than 300 holders of record;
- the Issuer has filed annual reports for at least the three most recent years since its most recent Regulation Crowdfunding offering and has total assets of $10,000,000 or less;
- the Issuer or another party repurchases all of the securities issued under Section 4(a)(6), including by payment in full of debt securities such as the Note; or

- the Issuer liquidates or dissolves in accordance with applicable state law.

On becoming eligible to terminate its reporting obligations, the Issuer will file a Form C-TR with the SEC within five (5) business days.

Intermediary Role and Compensation. Climatize Earth Securities LLC ("Climatize") is the intermediary for this Offering in its capacity as a registered funding portal under Regulation Crowdfunding. In that role, Climatize facilitates the offering process, investor onboarding, communications through the platform, and administrative coordination of payment and reporting functions in connection with the Offering, as described in this Form C and the related exhibits.

Intermediary identifiers: Climatize Earth Securities LLC, SEC file number 7-360, CRD number 321981. Climatize does not hold any direct or indirect interest in the Issuer and has no arrangement to acquire such an interest.

Climatize is compensated by the Issuer as follows:

- a one-time origination fee equal to 6.00% of the gross proceeds of the Offering, payable at Closing;
- a note administration fee equal to 1.50% of the original principal amount, calculated as 0.50% per annum for the 36-month scheduled term, payable and earned in full at Closing and nonrefundable upon early repayment; the initial stub period does not add to this fee; and
- interest earned on the Payment Reserve Account, distinct from reserve principal, payable to Climatize as disclosed under Payment Reserve Account. Reserve principal is applied to Investor payments and any surplus after full repayment is returned to the Issuer; it is not additional compensation to Climatize.

These fees are payable by the Issuer and reduce the net proceeds available to the Issuer. The origination fee and note administration fee are paid in full at Closing from the gross proceeds and are not paid again. Any fee owed to Climatize that the Issuer has not paid when due, other than a cancellation fee, is paid ahead of Investors from amounts the Issuer pays under the Note, as described under Payment Waterfall. Only interest earned on the Payment Reserve Account is payable to Climatize as described under Payment Reserve Account; reserve principal is not payable to Climatize.

Climatize also serves in a ministerial and administrative capacity on behalf of Investors, including coordination of payment processing, notices, recordkeeping support, and implementation of Investor-approved actions, but does not act as an investment adviser, fiduciary, or discretionary representative of Investors.

Additional Administrative and Setup Fees. The Issuer is responsible for certain administrative, onboarding, setup, filing, and platform-related fees in connection with the Offering, to the extent applicable. Such fees may include account setup, onboarding support, filing support, EDGAR-related support, and other administrative services associated with the Offering. To the extent applicable, such fees are retained by Climatize or paid to third-party service providers for services rendered in connection with the Offering. Climatize charges a mandatory Account Setup Fee of $500, which Climatize retains. If the Issuer asks Climatize to file its Form C and Form C-U on EDGAR, Climatize also charges a Filing and EDGAR Fee of $650, which Climatize retains; the Issuer may instead make these filings itself.

Climatize may also charge the Issuer a late closing fee of $250 if the Issuer has not delivered everything it must provide for Closing, including the signed Note, the Closing documents, and its approval of the flow of funds, within seven (7) calendar days after the Funding Date, and a late funding fee of $250 each time, after Closing, the Issuer does not deposit a scheduled payment in full into the Custody Account by the payment funding deadline described under Payment Reserve Account. These fees are owed by the Issuer and are never paid from investor funds held in escrow or from the Payment Reserve Account. If unpaid when due, they are paid ahead of Investors from amounts the Issuer pays under the Note, as described under Payment Waterfall, and the Issuer still owes Investors every amount due to them.

Third-Party Costs and Expenses. The Issuer is also responsible for third-party costs and expenses associated with the Offering, including escrow or custody account setup, background checks, accounting, review or audit services, legal expenses, filing support, and other third-party costs incurred in connection with the Offering. The Escrow Setup Fee is $650, and background-check fees are $150 per required individual, in addition to any entity-screening charge and other actual third-party costs. The use-of-proceeds tables include the $650 Escrow Setup Fee; they exclude background checks and the optional $650 Filing and EDGAR Fee. Amounts already paid are not deducted again at Closing.

Such costs may be paid directly by the Issuer or advanced by Climatize or another service provider and reimbursed by the Issuer. Such costs may be incurred regardless of whether the Offering closes.

Cancellation Fee. If, after its Diligence Confirmation, the Issuer cancels, terminates, or withdraws the Offering before Closing, or Climatize cancels the Offering under the backstop described below because the Issuer's act or failure to act prevented Closing, the Issuer will pay from its own funds, and never from Offering proceeds or investor funds:

- if the Offering is cancelled before launch, a cancellation fee of $2,500, plus all costs and expenses incurred in connection with the Offering; or
- if the Offering is cancelled after launch, a cancellation fee equal to the greater of $2,500 and 6.00% of total investor commitments received as of the cancellation date, plus all costs and expenses incurred in connection with the Offering.

These amounts are obligations of the Issuer only and do not reduce or otherwise affect investor funds, which will be returned in accordance with Regulation Crowdfunding requirements and applicable escrow or custody arrangements. Cancellation fees and reimbursable costs are payable within thirty (30) calendar days following cancellation.

Backstop. If, twenty (20) calendar days after the Funding Date, investor funds have not been released from escrow to the Custody Account or the fees payable to Climatize have not been paid, Climatize may, at its option and at any time while that remains the case, treat the Offering as cancelled. If it does, no Participations are issued, the Note is void, no interest is payable, and each Investor's funds are returned in full from escrow or the Custody Account, as applicable, without interest and without any deduction. If the failure to close results from the Issuer's act or failure to act, the Issuer owes the cancellation fee above from its own funds.

If the Offering does not close because the Target Offering Amount is not reached, no cancellation fee applies; the Issuer remains responsible for the Account Setup Fee and third-party costs already incurred.

Compliance Failures. The Issuer's annual report on Form C-AR for the fiscal year ended December 31, 2025, was filed on October 1, 2026 (SEC Accession No. 0001493152-26-045174), after the April 30, 2026, reporting deadline. The filing was accepted on September 30, 2026, at 6:14 p.m. Eastern Time and received the October 1 filing date. This was a failure to meet the reporting deadline under Rule 202. The Issuer remains responsible for timely future reporting. All required annual reports for the applicable preceding period have been filed, they are posted on Issuer's website, and the Issuer is currently in compliance with all reporting requirements.

Risk Factors

An investment in the Securities involves a high degree of risk. You should not invest any funds in this Offering unless you can afford to lose your entire investment.

In making an investment decision, Investors must rely on their own examination of the Issuer and the terms of this Offering, including the merits and risks involved. These Securities have not been recommended or approved by any federal or state securities commission or regulatory authority. Furthermore, such authorities have not passed upon the accuracy or adequacy of this Form C.

The SEC does not pass upon the merits of any securities offered or the terms of this Offering, nor does it pass upon the accuracy or completeness of any offering document or literature. These Securities are offered pursuant to an exemption from registration; however, the SEC has not made an independent determination that these Securities are exempt from registration.

Prospective Investors should carefully consider, among other things, the following risk factors before investing. Risks specific to this Offering are listed first.

Risks Specific to This Offering. The Issuer reported a $20.5 million consolidated net loss and $3.2 million operating cash outflow for 2025. Senior debt restrictions may interrupt payment. Project delays, a shortfall in available funding or a change in PG&E tariff treatment may defer or reduce utility savings. Repayment depends on available Issuer cash, including cash to pay the principal balloon. The permit, EPC and utility file use different capacity measures or configurations and require design reconciliation.

Speculative Investment; Possible Loss of Entire Investment. This Offering is speculative, illiquid, and involves substantial risk. The Issuer may never achieve the business, development, construction, financing, or revenue objectives contemplated at the time of this Offering. Investors may lose all or a substantial portion of their investment.

Construction and Energization Risk. The GLF13 Project is under construction. Excite's November 16, 2026 update reported completion of structural piles and trenching and targeted module and racking installation in December, followed by electrical inspection and county sign-off. Those statements are contractor forecasts, subject to weather and other execution risks. County sign-off, utility tariff eligibility, permission to operate, substantial completion and final completion are distinct milestones. Failure or delay in achieving them may delay electricity savings and impair the Issuer's ability to repay the Note.

No Assurance of Construction or Completion. There can be no assurance that any contemplated renewable energy project will be constructed, completed on time, completed on budget, or completed at all. Cost overruns, contractor defaults, design issues, supply chain disruptions, labor shortages, weather events, regulatory delays, and other execution risks may materially impair project viability and the Issuer's repayment capacity.

Project Savings and Repayment Risk. Repayment is a direct obligation of the Issuer and depends on its operating cash and liquidity. The GLF13 array is intended to reduce purchased electricity costs rather than create a separately verified contracted sales revenue stream for Investors. Construction delay, lower production, equipment failure, changes in utility tariffs or reduced irrigation load may reduce those savings. Project savings alone have not been established as sufficient to pay the Note's interest and principal balloon.

Limited Operating History / Early-Stage Business Risk. The Issuer was formed in February 2023 and operates agricultural properties through subsidiaries. Its audited consolidated financial statements report operating losses and operating cash outflows for 2025 and 2024. Its historical business activity does not establish that the GLF13 array will achieve projected production, savings or repayment support. Investors should assess the Issuer's liquidity and obligations rather than assume that completion of the array will resolve its consolidated losses.

Issuer Liquidity Risk. The Issuer may have limited working capital and may rely on existing cash reserves, shareholder or affiliate support, customer payments, reimbursement proceeds, new financing, or future business performance to satisfy its obligations under the Note. Delays in securing follow-on capital or realizing expected revenues may impair the Issuer's ability to make interest payments, maintain reserves, or repay principal at maturity.

Refinancing and Take-Out Risk. The Issuer may expect to repay the Note in part from future financing, reimbursement proceeds, tax credit monetization, project financing, construction financing, bond proceeds, asset sale proceeds, or other take-out capital. There can be no assurance that any such take-out capital will become available on the anticipated timeline, on acceptable terms, or at all. If the anticipated take-out does not occur, Investors may experience delay, restructuring, or loss.

Payment Waterfall and Reserve Account Limitations. Repayment of the Note is subject to the Payment Waterfall described in this Form C. Certain fees, including the origination fee and note administration fee, are expected to be deducted from gross proceeds at Closing and therefore reduce net proceeds available to the Issuer. Amounts may be applied first to fees, expenses, and third-party costs before payments are made to Investors. The reserve does not assure timely payment of interest, repayment of principal, or full recovery in a default scenario.

Dependence on Future Revenues, Savings, or Reimbursements. The Issuer's repayment plan may depend on expected project revenues, cost savings, reimbursements, incentive proceeds, tax credit proceeds, bond-funded reimbursements, customer payments, or other future cash flows. Such amounts may be delayed, reduced, contested, subordinated, unavailable, or insufficient to support repayment of the Note.

Regulatory and Incentive Risk. Renewable energy projects are sensitive to federal, state, and local laws, regulations, and incentive programs, including those relating to tax credits, direct pay, grants, interconnection, net metering, energy storage rules, utility tariffs, building code compliance, and environmental review. Changes in law, agency guidance, eligibility requirements, program funding, or administrative interpretation may adversely affect project economics, timing, or feasibility.

Interconnection and Utility Risk. Project viability may depend on obtaining interconnection approval, utility cooperation, utility study completion, service upgrades, or utility-side construction. Interconnection delays, cost increases, denial of service, curtailment, grid constraints, or changes in utility policy may impair project completion and expected project economics.

Permitting, Site Control, and Real Estate Risk. The Issuer may depend on permits, land use approvals, easements, leases, licenses, property access rights, roof rights, host-site agreements, or other site control arrangements. Failure to obtain, maintain, or enforce such rights may materially impair project development, increase costs, or prevent completion.

Procurement and Supply Chain Risk. Renewable energy projects may depend on the timely procurement of equipment, including modules, batteries, inverters, transformers, switchgear, racking, roofing materials, and related balance-of-system components. Equipment delays, shortages, defects, shipping disruptions, tariff changes, domestic content issues, or price increases may adversely affect timing, cost, and project viability.

Contractor and Counterparty Risk. The Issuer may depend on developers, EPC contractors, subcontractors, consultants, tax advisers, accountants, host customers, utilities, suppliers, financing counterparties, and other third parties. If any such party fails to perform, becomes insolvent, disputes obligations, or defaults under its agreements, the Issuer may suffer losses or delays that impair repayment of the Note.

Tax Credit and Direct Pay Risk. To the extent the project economics assume the availability of investment tax credits, domestic content bonuses, direct pay elections, transferability, or other tax-related benefits, there can be no assurance that such benefits will be realized in the expected amount or on the expected

timeline. Eligibility, documentation, prevailing wage and apprenticeship compliance, domestic content requirements, placed-in-service timing, tax filing accuracy, IRS review, and administrative processing delays may affect realization of such benefits.

Safe Harbor / Timing Risk. If the Issuer's or project's economic assumptions depend on safe harbor actions, equipment procurement deadlines, placed-in-service timing, or preserving eligibility under a particular tax or incentive regime, failure to meet those requirements may materially reduce project value or eliminate expected benefits.

Customer, Offtaker, and Host Risk. Where project repayment depends on a host customer, offtaker, site owner, or other operating counterparty, deterioration in that party's creditworthiness, operating condition, willingness to proceed, or contractual compliance may adversely affect repayment. Public, nonprofit, or institutional hosts may also be subject to procurement, governance, or budgetary constraints that delay or impair project execution.

No Assurance of Profits or Positive Cash Flow. The Issuer may not generate sufficient revenues, margins, or cash flow to support debt service. Even if a project is completed, the Issuer may still experience operating losses, low liquidity, or inability to refinance or repay the Note.

Subordination and Future Debt Risk. The Note may be or become subordinated to senior indebtedness as described under Subordination in the Terms of the Offering, and to any future senior financing that Investors approve under the Note or that meets the pre-authorization conditions described under Subordination. Senior lenders would be paid before Investors from the assets and cash flows they finance, which may delay or reduce payments on the Note and reduce Investors' recovery in a default.

Collateral and Recovery Risk. Any collateral or credit support described in this Form C may be limited, contingent, difficult to perfect, difficult to value, illiquid, or costly and time-consuming to enforce. The Payment Reserve Account itself may provide only limited contractual credit support and, unless expressly stated otherwise in this Form C and the related exhibits, does not by itself provide Investors with a perfected security interest or account control rights. In a default or enforcement scenario, the proceeds realized from collateral or other credit support may be insufficient to repay the Note in full, and Investors may recover only a portion of their investment or nothing at all.

Bankruptcy and Insolvency Risk. If the Issuer becomes insolvent, enters bankruptcy, becomes subject to receivership, or otherwise experiences financial distress, payments on the Note may be delayed, reduced, restructured, or discharged. Investor rights may become subject to bankruptcy court orders, automatic stay restrictions, priority rules, and other insolvency-law limitations.

Change of Control Risk. A Change of Control triggers a mandatory prepayment within thirty (30) calendar days unless it is a Permitted Change of Control, as described under Change of Control in the Terms of the Offering. There can be no assurance that a given transaction will qualify as a Permitted Change of Control, or that the Issuer will have the liquidity to prepay the Note in full when required. In either case Investors may experience delay, restructuring, or loss.

Prohibited foreign entity restrictions. Certain federal tax benefits that may support the Project or repayment of the Note are subject to restrictions on specified foreign entities, foreign-influenced entities, prohibited foreign entities, and material assistance from prohibited foreign entities under Sections 7701(a)(51) and 7701(a)(52) of the Internal Revenue Code, related Treasury regulations and IRS guidance (the "Prohibited Foreign Entity Requirements"). If the Project is expected to claim, transfer or otherwise rely on a federal tax credit or similar tax benefit, the Issuer is required to deliver to Climatize the Issuer Tax Credit and Prohibited Foreign Entity Compliance Certificate in the form provided by Climatize, which identifies the Issuer's ownership and control position, its sourcing and material assistance position, and any exceptions. If the Issuer or an anticipated tax-benefit claimant does not satisfy the Prohibited Foreign Entity Requirements, or the Project receives material assistance that does not meet them, the affected tax benefit may be reduced or lost, which could materially and adversely affect the Issuer's ability to repay the Note.

Climatize does not provide tax advice and does not represent that any tax benefit will be allowed or received. Where required, the certificate must be delivered before the Offering is launched and confirmed at Closing. No tax-benefit proceeds are assumed as a source of Note repayment. The Issuer will make the certificate available to Investors on request.

Key Personnel Risk. The Issuer's success may depend heavily on the efforts, judgment, relationships, and continued service of its founders, executives, and other key personnel. The loss, unavailability, or reduced involvement of key personnel could delay development milestones, impair financing efforts, disrupt operations, or reduce the Issuer's ability to repay the Note.

Conflicts of Interest Risk. The Issuer's officers, directors, managers, owners, or affiliates may have interests that differ from those of Investors. Such parties may be involved in related-party transactions, affiliated financings, project development arrangements, contractor relationships, or strategic decisions that create actual or perceived conflicts of interest.

Limited Investor Rights. Investors are creditors and not equity holders. Investors do not receive equity ownership, governance rights, residual upside, or voting control over the Issuer's operations, except for limited consent rights expressly described in this Form C. In a default, restructuring, insolvency, or workout, Investor remedies may be limited by the terms of the Note, the Payment Waterfall, applicable law, and the practical ability to enforce claims. After a default, enforcement decisions are made by the Investor Representative, who is the largest eligible Investor and may hold only a small share of the Note. Investors cannot remove the Investor Representative, whose interests may differ from theirs, although it cannot waive defaults or agree to concessions without Investor approval. Changes to the maturity, payment dates, payment amounts, interest rate, or principal of an Investor's securities apply only if that Investor accepts them. As a result, Investors in the same Note may end up with different terms, and an Investor that keeps its existing terms may be paid on a different schedule from Investors that accept an amendment.

No Equity Participation. Investors are entitled only to the contractual debt service provided under the Note. Investors do not benefit from increases in the value of the Issuer, appreciation in project value, sale proceeds above debt repayment, or long-term enterprise upside, except to the extent expressly stated in this Form C.

Crowdfunding Transfer Limitations; Illiquidity. This Offering is made pursuant to Regulation Crowdfunding, which restricts transfers of the Securities during the one-year period following issuance except in limited circumstances permitted by law. Even after that period, there is no public trading market for the Securities, and none is expected to develop. Investors should be prepared to hold the Securities until maturity or other resolution.

No Assurance of Timely Enforcement. In the event of default, enforcement may require Investor consent, legal proceedings, third-party coordination, expense, and time. Even if Investors possess legal rights, practical enforcement may be delayed, costly, or ineffective.

Reliance on Estimates and Forward-Looking Information. This Form C may contain estimates, projections, assumptions, budgets, development timelines, tax assumptions, expected funding sources, and anticipated repayment scenarios. Such forward-looking information is inherently uncertain and may prove materially inaccurate. Actual results may differ materially from any such estimates or projections.

Risks Related to Future Offerings. The Issuer may seek additional debt or equity financing in the future. Such financing may dilute existing support for the Issuer, increase leverage, impose additional restrictions, or reduce the funds available to repay the Note. There can be no assurance that future financing will be available on favorable terms or at all.

General Economic and Market Risk. General economic conditions, inflation, rising interest rates, recession, supply chain instability, labor shortages, commodity price volatility, utility-market changes, and

disruptions in capital markets may adversely affect the Issuer, the project, the renewable energy sector, and the Issuer's ability to repay the Note.

Natural Disaster, Force Majeure, and Casualty Risk. Weather events, fire, flood, earthquake, storm damage, casualty losses, pandemics, labor disruptions, acts of war, terrorism, cyber events, governmental shutdowns, and other force majeure events may delay development, impair operations, increase costs, or reduce expected repayment capacity.

Cybersecurity and Data Risk. The Issuer and its service providers may rely on digital systems, financial systems, project data, and third-party software platforms. Cyberattacks, data breaches, ransomware events, system failures, and technology disruptions may impair operations, delay payments, expose the Issuer to liability, or increase costs.

Risk Factors Not Exhaustive. The foregoing risk factors do not purport to be a complete explanation of all of the risks involved in this Offering. Additional risks and uncertainties, including risks not presently known to the Issuer or currently deemed immaterial, may also adversely affect the Issuer and the value of the Securities.

Exhibit A – Promissory Note

The form of Promissory Note, including Schedule A and the offering-specific schedules, is included by reference to this Form C. It governs the contractual debt obligations, subject to applicable securities law.

Appendix 1 – Important Information About the Crowdfunding Process

Investors should read carefully.

Delivering Securities to Investors. The Issuer is conducting this Offering through Climatize Earth Securities LLC ("Climatize"), an SEC-registered funding portal and member of FINRA, in accordance with Regulation Crowdfunding. Securities will be issued and delivered electronically through the platform and related recordkeeping systems used for the Offering.

Remuneration for Climatize. Climatize's compensation is described under Intermediary Role and Compensation in the Regulatory Information section of this Form C.

Investing Process. To invest in the Offering, an Investor must open an account with Climatize and complete identity verification, know-your-customer ("KYC"), anti-money laundering ("AML"), and other compliance procedures required by law or platform policy. These procedures are performed as part of the investment process.

Investors must be at least eighteen (18) years of age to invest. Climatize will collect certain personal information from Investors in order to satisfy legal, regulatory, and compliance requirements. Non-U.S. persons or residents of certain jurisdictions may be restricted from participating in the Offering based on applicable law or platform policy.

Investor funds will be held in escrow or other compliant transaction accounts established for the Offering through the applicable third-party financial institution and related service providers designated for the Offering.

Additional information is available at: https://www.climatize.earth/educational-materials/.

Progress during an Offering. Climatize will display information regarding Offering progress and status on the Offering page for the Offering. Investors may also be able to submit questions to the Issuer through the communication tools made available on the platform.

Investors and subscribers will be notified by email when the Offering reaches 50% and 100% of the Target Offering Amount. Because Climatize publishes frequent progress updates on the Offering page, the Issuer will file a final Form C-U disclosing the total amount of Securities sold no later than five (5) business days after the Offering deadline.

Climatize may provide notifications by email or through the platform regarding investment commitments, material changes, Offering status, and other matters relating to the Offering.

Target Offering Amount and Maximum Offering Amount

The Issuer has established a Target Offering Amount and a Maximum Offering Amount for this Offering.

If the total amount of investor commitments does not meet or exceed the Target Offering Amount by the Offering deadline, the Offering will be cancelled, no Securities will be issued, investor funds will be returned without interest or deduction, and the Issuer will not receive any Offering proceeds.

If the Issuer receives commitments up to the Maximum Offering Amount, no additional commitments will be accepted unless the Offering is amended in accordance with applicable law.

Cancellation Rights. Investors may cancel an investment commitment for any reason until forty-eight (48) hours prior to the Offering deadline.

Climatize will notify Investors when the Target Offering Amount has been met. Investor funds may be released and Securities issued only at Closing after the minimum has been met and applicable conditions to release have been satisfied. If the Offering is cancelled, investor funds will be returned without interest or deduction.

Investment cancellations and reconfirmations must be submitted through the Investor's Climatize account or through such other processes as Climatize may designate for the Offering. To cancel:

- Go to your Home Page on the Climatize platform.
- Find the project in the "My Projects" list.
- Click on the project, view your investment amount, and select "Cancel Investment".
- Once cancelled, Climatize will direct the escrow agent to return your funds to the account from which they were sent.

If assistance is needed, please contact Climatize by email at support@climatize.earth.

Early Closing. If the Issuer reaches the Target Offering Amount and otherwise satisfies the conditions for an early closing under Regulation Crowdfunding and platform procedures, the Issuer may elect to close the Offering before the original Offering deadline.

Any early closing will occur only after the Offering has remained open for at least twenty-one (21) calendar days and only after Investors have been provided the notice required by applicable law. Such notice will be given at least five (5) business days before the new Offering deadline and will include the anticipated early closing date, the Investor's right to cancel the investment commitment until forty-eight (48) hours before the early closing date, and any other information required under Regulation Crowdfunding.

Material Changes. If a material change occurs with respect to the Offering or the Issuer during the course of the Offering, Investors with existing commitments will receive notice of the material change and will be required to reconfirm their investment commitments within five (5) business days after receiving notice.

If an Investor does not timely reconfirm following a material change, the investment commitment will be cancelled automatically and any previously debited funds will be returned without interest or deduction.

Oversubscribed. The Issuer will accept investment commitments above the Target Offering Amount up to the Maximum Offering Amount. Commitments are accepted on a first-come, first-served basis; once the Maximum Offering Amount is reached, no further commitments are accepted.

Restrictions on Transfer of the Securities Being Offered Within the First Year. The Securities offered hereby generally may not be transferred by any purchaser during the one-year period beginning on the date the Securities were issued unless the Securities are transferred:

- to the Issuer;
- to an accredited investor;
- as part of an offering registered with the SEC; or
- to a member of the family of the purchaser or the equivalent, to a trust controlled by the purchaser, to a trust created for the benefit of a member of the family of the purchaser or the equivalent, or in connection with the death or divorce of the purchaser or other similar circumstance.

Transfers After the One-Year Restricted Period. After the expiration of the applicable one-year restricted period, transfers of the Securities will remain subject to applicable securities laws, the terms of the Securities, the procedures established by the Issuer and Climatize for recognizing transfers, and any transfer conditions expressly described in this Form C and the related Offering Documents.

The Issuer may require reasonable evidence that any proposed transfer complies with applicable law and the terms of the Offering before recognizing such transfer on its books and records.

Appendix 2 – Illustrative Loan Repayment Schedule

This Appendix provides illustrative repayment schedules for the Note based on the Target Offering Amount and Maximum Offering Amount set forth in this Form C.

These schedules are provided for informational and illustrative purposes only and are intended to demonstrate the general timing and magnitude of expected payments under the Note.

The schedules presented herein are based on the following simplifying assumptions:

- The full applicable Offering Amount (Target or Maximum) is raised and funded in a single Closing
- All Investors have the same Funding Date
- Interest accrues on a simple, non-compounding basis at the stated Interest Rate
- The examples use the 1,096 actual days from April 1, 2027, to but excluding April 1, 2030, eleven equal quarterly interest payments, and a final payment that includes principal, final-quarter interest and the Actual/365 reconciliation. Initial stub interest is excluded.
- No prepayments, defaults, or modifications occur during the term of the Note

Actual payments may differ materially from the schedules presented herein due to, among other factors:

- The actual Funding Date and resulting length of the Initial Stub Period; the Conversion Date and Maturity Date are fixed as stated in the Note
- Initial stub period for all Investors
- Actual/365 day-count interest accrual methodology
- Variations in the number of days per accrual period
- Prepayments, defaults, or other changes to the Note

If this Appendix is inconsistent with the Note or the rest of this Form C, the Note controls.

1. Illustrative Offering Economics

Metric	Target	Maximum
Gross Proceeds	$175,000	$225,000
Interest Rate	9.50%	9.50%
Term (Months)	36	36
Maturity Date	April 1, 2030	April 1, 2030
Quarterly Payment (Illustrative)	$4,156.25	$5,343.75
Scheduled-Term Interest (Actual/365; excludes initial stub)	$49,920.55	$64,183.56
Total Principal Paid	$175,000.00	$225,000.00
Total Scheduled-Term Payments (excludes initial stub)	$224,920.55	$289,183.56

2. Use of Proceeds & Fee Structure (Illustrative)

Item	Target ($)	Maximum ($)
Gross Proceeds	$175,000	$225,000
Origination Fee (6.00%)	$10,500.00	$13,500.00
Note Administration Fee (1.50% of original principal for the 36-month scheduled term; payable in full at Closing)	$2,625.00	$3,375.00

Account Setup and Escrow Setup Fees ($500 + $650); optional filing and additional third-party costs excluded	$1,150.00	$1,150.00
Payment Reserve (1 Quarter)	$4,156.25	$5,343.75
Net Proceeds to Issuer	$156,568.75 before additional third-party costs	$201,631.25 before additional third-party costs

3. Illustrative Payment Schedule

Payment Period	Target ($)	Maximum ($)
First Eleven Regular Quarters - Interest Only	$4,156.25	$5,343.75
Final Payment - Principal, Interest and Actual/365 Reconciliation	$179,201.80	$230,402.31

The illustrative schedule excludes initial stub interest and includes scheduled-term Actual/365 reconciliation for the 1,096-day term. Initial stub interest accrues from the actual Funding Date through March 31, 2027, and is payable April 1, 2027. Twelve regular quarterly payments follow, beginning July 1, 2027, and ending April 1, 2030, when principal is due. The fixed Conversion Date and Maturity Date do not move with an earlier Funding Date. The final amounts shown are total payments to Investors; application of available reserve principal reduces the amount the Issuer must separately fund and does not reduce the payment owed to Investors. Actual amounts remain subject to the Note’s accrual, rounding and Business Day rules.

4. Illustrative Investor Example ($10,000 Investment)

Metric	**Amount ($)**
Investment Amount	$10,000
Quarterly Payment	$237.50
Scheduled-Term Interest Earned (excludes initial stub)	$2,852.60
Total Scheduled-Term Cash Received (excludes initial stub)	$12,852.60

Appendix 3 – Financial Statements

GOLD LEAF FARMING LP AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2025 and 2024

GOLD LEAF FARMING LP AND SUBSIDIARIES
San Francisco, California

CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2025 and 2024

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INDEPENDENT AUDITOR'S REPORT

Partners
Gold Leaf Farming LP and Subsidiaries

Opinion

We have audited the consolidated financial statements of Gold Leaf Farming LP and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2025 and 2024, and the related consolidated statements of operations, partners' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of Gold Leaf Farming LP and Subsidiaries as of December 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Gold Leaf Farming LP and Subsidiaries and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Gold Leaf Farming LP and Subsidiaries' ability to continue as a going concern for one year from the date the consolidated financial statements are available to be issued.

(Continued)

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Gold Leaf Farming LP and Subsidiaries' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Gold Leaf Farming LP and Subsidiaries' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Crowe LLP

Crowe LLP

South Bend, Indiana
September 30, 2026

GOLD LEAF FARMING LP AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
December 31, 2025 and 2024

	2025	2024
ASSETS		
Current assets		
Cash and cash equivalents	$ 817,476	$ 1,406,848
Accounts receivable	18,920,827	18,019,212
Inventories	5,684,499	7,398,982
Prepaid expenses	1,288,462	1,257,785
Other current assets	1,724,853	2,132,759
Assets held for sale	13,440,000	-
Total current assets	41,876,117	30,215,586
Property and equipment, net	131,131,472	160,330,605
Right of use assets	21,006,443	22,612,682
Other long-term assets	400,503	505,507
Total assets	$ 194,414,535	$ 213,664,380
LIABILITIES AND PARTNERS' EQUITY		
Current liabilities		
Accounts payable	$ 604,420	$ 1,362,827
Interest payable	3,989,668	4,316,079
Current portion of lease liabilities	1,494,690	1,499,920
Current portion of long-term debt	9,325,720	9,393,624
Other current liabilities	430,744	996,949
Total current liabilities	15,845,242	17,569,399
Long-term liabilities		
Lease liabilities	19,529,589	20,857,829
Long-term debt	64,253,905	69,229,901
Total long-term liabilities	83,783,494	90,087,730
Partners' equity	94,785,799	106,007,251
Total liabilities and partners' equity	$ 194,414,535	$ 213,664,380

See accompanying notes to consolidated financial statements.

GOLD LEAF FARMING LP AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS
For the years ended December 31, 2025 and 2024

	2025	2024
Revenue		
Crop revenue	$ 28,528,362	$ 23,719,144
Other revenue	2,312,846	2,360,168
Total revenue	30,841,208	26,079,312
Operating expenses	34,169,451	35,025,215
General and administrative expenses	3,530,911	4,480,976
Impairment expense	7,937,044	-
	45,637,406	39,506,191
Loss before other expense	(14,796,198)	(13,426,879)
Other expense		
Interest expense	(4,990,845)	(5,230,959)
Other expenses	(688,567)	(2,597,437)
Net loss	$ (20,475,610)	$ (21,255,275)

See accompanying notes to consolidated financial statements.

GOLD LEAF FARMING LP AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF PARTNERS' EQUITY
For the years ended December 31, 2025 and 2024

	Common Equity	Redemption Interests	Consolidated Total
Partners' equity at January 1, 2024	$ 90,405,346	$ 22,599,227	$ 113,004,573
Net loss	(21,255,275)	-	(21,255,275)
Contributions	14,469,014	-	14,469,014
Redemptions	-	(211,061)	(211,061)
Equity redemptions in excess of carrying value	(17,076)	17,076	-
Partners' equity, December 31, 2024	83,602,009	22,405,242	106,007,251
Net loss	(20,475,610)	-	(20,475,610)
Contributions	9,260,000	-	9,260,000
Distributions	(5,842)	-	(5,842)
Other	(307,403)	307,403	-
Partners' equity, December 31, 2025	$ 72,073,154	$ 22,712,645	$ 94,785,799

See accompanying notes to consolidated financial statements.

5.

GOLD LEAF FARMING LP AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
For the years ended December 31, 2025 and 2024

	2025	2024
Cash used in operating activities		
Net loss	$ (20,475,610)	$ (21,255,275)
Adjustments to reconcile net loss to net cash from operating activities:		
Depreciation and amortization	8,795,313	8,686,267
Loss on sale of assets	642,804	2,586,813
Impairment expense	7,937,044	-
Changes in assets and liabilities		
Accounts receivable	(901,615)	(8,939,340)
Prepaid expenses	(30,677)	(222,295)
Other current assets	407,906	1,389,017
Inventory	1,714,483	905,038
Other assets	105,004	90,408
Accounts payable	(758,407)	521,297
Other liabilities	(566,205)	(870,033)
Other current liabilities	(326,411)	1,370,866
Change in right of use assets and lease liabilities	272,769	(178,389)
Net cash used in operating activities	(3,183,602)	(15,915,626)
Cash flows used in investing activities		
Proceeds from disposals of property, plant and equipment	-	2,124,256
Purchase of property and equipment	(1,547,105)	(2,201,108)
Net cash used in investing activities	(1,547,105)	(76,852)
Cash flows from financing activities		
Repayments of long-term debt	(5,259,789)	(8,871,317)
Borrowings of long-term debt	501,254	1,316,530
Revolver activity, net	(191,788)	7,434,610
Contributions from partners	9,260,000	14,469,014
Redemptions	-	(211,061)
Distributions	(5,842)	-
Deferred financing fees	(162,500)	(140,887)
Net cash from financing activities	4,141,335	13,996,889
Net change in cash and cash equivalents	(589,372)	(1,995,589)
Cash and cash equivalents, beginning of year	1,406,848	3,402,437
Cash and cash equivalents, end of year	$ 817,476	$ 1,406,848
Supplemental cash disclosure		
Cash paid for interest, net of amounts capitalized	$ 5,226,840	$ 3,781,816

See accompanying notes to consolidated financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations and Structure: Gold Leaf Farming LP and Subsidiaries (collectively referred to as the "Company," as further defined below) were formed in 2023 for the purpose of operating and managing a portfolio of agricultural assets. The Company owns and operates high quality orchards yielding crops of almonds and pistachios.

The Company has perpetual existence as outlined in the Limited Partnership Agreement ("LPA") dated July 7, 2023. GLF LLC, a California limited liability company, is the sole general partner of Gold Leaf Farming LP, a Delaware limited partnership, and carries out all the day-to-day operations of the Company. Gold Leaf Farming LP owns 100% equity interest in the individual farming entities of GLF1 Manning Avenue Orchard LP, GLF3 Brewer Road LP, GLF4 Claribel Road LP, GLF7 Brannon Avenue I LP, GLF7 Brannon Avenue II LP GLF7 Brannon Avenue III LP, GLF10 Meikle Road LP, GLF11 Davis Avenue LP, GLF13 Roosevelt Road LP, GLF14 Gibson Road LP, GLF16 Vista Avenue LP, GLF18 American Avenue LP, GLF19 Valpredo Road LP, GLF20 Lake Avenue LP, GLF22 El Dorado Avenue LP, GLF24 Campbell Road LP, GLF25 Adobe Edison LP, GLF27 Ripperdan Avenue LP and GLF Equipment Services LP, (collectively, the "Subsidiaries"). GLF Equipment Services LP is a shared equipment service provider for the Subsidiaries. Gold Leaf Farming LP is the primary beneficiary of the Subsidiaries. Gold Leaf Farming GP LLC is the general partner of the Subsidiaries but retains no ownership within the individual Subsidiaries.

Principles of Presentation and Consolidation: The consolidated financial statements include the accounts of Gold Leaf Farming LP, and the Subsidiaries. The accompanying Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The results of operations of the Company include the years ended December 31, 2025 and 2024. All intercompany transactions and balances have been eliminated in consolidation.

Use of Estimates: The preparation of the consolidated financial statements in accordance with GAAP requires the use of estimates and assumptions that affect the amounts reported in the Consolidated Financial Statements and accompanying notes. Significant estimates include valuation of revenue and accounts receivable and useful lives of property and equipment. These estimates may change in the future and future results could differ.

Asset Acquisitions: As part of the Company's strategy, the Company will, from time to time, acquire farm assets where value is concentrated to a singular group of similar largely tangible assets. Such assets are acquired and recorded at cost within the Company's consolidated financial statements.

Cash and Cash Equivalents: The Company maintains its cash in various bank accounts, which, at times, may exceed federally insured limits. The Company considers all highly liquid investments with an original maturity of three months of less, when purchased, to be cash equivalents.

Accounts Receivable and Allowance for Credit Losses: The Company records trade accounts receivable based on the amounts billed to customers, mainly processors. The Company typically does not accrue interest on any of its accounts receivable. The Company monitors its accounts receivable and charges to expense an amount equal to its estimate of potential credit losses. The Company considers a number of factors in determining its estimates, including the length of time its trade accounts receivable are past due, the Company's previous loss history and the customer's current ability to pay its obligation. The Company also considers current economic conditions, the economic outlook and industry-specific factors in its evaluation. At December 31, 2025 and 2024, the allowance for credit losses was $0.

(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Concentration of Credit Risk: The Company's receivables consist primarily of sales to processors. At December 31, 2025, four processors accounted for approximately 68% of total accounts receivable and four processors accounted for 72% of crop revenue for the year ended December 31, 2025. At December 31, 2024, four processors accounted for approximately 77% of total accounts receivable and three processors accounted for 56% of crop revenue for the year ended December 31, 2024. The Company's farms are located 100% in the state of California.

Inventories: Inventories include raw materials and crops in progress which are all stated at the lower of cost (weighted average cost method) or net realizable value. Cost includes all direct and indirect expenses incurred in bringing the inventory to its present condition.

Property and Equipment: Property and equipment not acquired in a business combination are recorded at cost. Expenditures that significantly extend the lives of assets and major improvements are capitalized. All direct and indirect costs, including interest, clearly associated with the development, construction or improvement of property and equipment are capitalized as a cost of the asset. All external costs associated with the acquisition of property and equipment, which do not qualify as business combinations, are capitalized as a cost of the asset. During the years ended December 31, 2025 and 2024, there was approximately $101,000 and $78,000, respectively, of interest capitalized to property and equipment, net within development in progress.

Property and equipment held by the Company are individually evaluated for impairment when conditions exist which may indicate that it is probable that the sum of expected future cash flows (on an undiscounted basis) from an asset over its anticipated holding period is less than its net book value. Upon determination that impairment has occurred, a loss is recorded to reduce the net book value of that asset to its fair value.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

Trees	25-45 years
Irrigation infrastructure	15-30 years
Machinery and equipment	5-15 years

Other Current Assets: Other current assets of approximately $696,000 and $1,024,000 at December 31, 2025 and 2024, respectively, represent the remaining fair value of water credits at farms located in the Westlands Water District, consisting of four neighboring farms. The fair value was estimated during purchase accounting in 2023 based upon the amount that the water credits could be sold for in the open market. The fair value is reviewed quarterly and expensed as credits are sold or utilized by the Company.

At December 31, 2025 and 2024, other current assets include amounts due from related parties of approximately $935,000 and 1,027,000, respectively.

Other Assets: At December 31, 2025 and 2024, other assets are primarily comprised of a note receivable. GLF4 Claribel Road LP holds the note receivable with a third party and has an original principal of $1,000,000, maturing on August 1, 2034. The note accumulates interest per annum at a rate of 6%. At December 31, 2025 and 2024, the note had an outstanding balance of $493,361 and $594,915, of which $93,858 and $90,408 of principal is due within one year of the balance sheet date and is included in other current assets.

(Continued)

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Leases: Right of Use ("ROU") assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term. The Company accounts for the lease and non-lease components of these leases as a single lease component. Leases and rentals with initial terms of twelve months or less are not recorded on the consolidated balance sheets.

When available, the Company uses the rate implicit in the lease to discount lease payments to present value; however, the Company's leases generally do not provide readily determinable implicit rates. When the rate implicit in the lease is not available, the Company has elected to use the risk-free rate for a period of time consistent with the remaining term of the lease at the commencement date.

Revenue Recognition: Generally, the Company recognizes revenues on the sale of its crops in accordance with its respective agreements, when the Company has fulfilled its performance obligations and ownership and control has passed to the processor or customer, at the completion of the harvest cycle.

The amount of revenue is determined by the contract price in which the Company expects to be entitled. This amount is variable and will be estimated with constraints based on processor data and known market conditions. The price will be assigned as applicable on a per farm, processor, and crop type basis. Final revenue will be determined as the price is resolved (or consideration is paid), within the current period. Generally, consideration is paid periodically, but final payment and price is not fully resolved until the next calendar year. As such, revenue will also be reassessed at each reporting date and adjusted if necessary.

Income Taxes: The Company is not subject to U.S. federal or certain state income taxes. Instead, the partners report their distributive share of the Company's profits and losses on their income tax returns.

The Company recognizes interest and penalties related to unrecognized tax benefits in interest and other expenses, respectively. As of December 31, 2025 and 2024, the Company has no amounts accrued for interest or penalties. The Company does not expect the total amount of unrecognized tax benefits to change significantly in the next 12 months.

The Company is generally subject to examination by U.S. federal and state taxing authorities for the July 7, 2023 to December 31, 2025 tax period.

Fair Value of Financial Instruments: The carrying amounts reported in the Company's consolidated balance sheets for cash, accounts receivable, accounts payable, and debt at December 31, 2025 approximate their fair values based on the current interest rate environment and the terms of the instruments.

Amounts owed to GLF Incentive Comp LLC: Annually the Company will calculate amounts owed to GLF Incentive Comp LLC. These amounts, as described further in Note 7, will be recorded as expense with the corresponding current liability consistent to when the amount is probable and reasonably estimable. These amounts do not represent ownership within the Company.

Deferred Financing Fees: Deferred financing fees were $819,152 and $656,652 at December 31, 2025 and 2024, respectively, and presented net within long-term debt in the Consolidated Balance Sheets. The Company incurred $162,500 and $140,887 of deferred financing fees during the years ended December 31, 2025 and 2024, respectively. Deferred financing fees are amortized utilizing the effective interest method over the term of the related debt. Amortization of deferred financing fees was approximately $68,923 and $110,225 for the years ended December 31, 2025 and 2024, respectively and is included in general and administrative expenses on the consolidated statements of operations. Accumulated amortization of deferred financing fees was approximately $216,878 and $147,955 at December 31, 2025 and 2024, respectively.

(Continued)

NOTE 2 – INVENTORIES

Inventory consists of the following at December 31, 2025 and 2024:

	2025	2024
Raw materials	$ 801,077	$ 2,037,494
Crops in progress	4,883,422	5,361,488
Inventories	$ 5,684,499	$ 7,398,982

NOTE 3 – PROPERTY AND EQUIPMENT

Property and equipment at December 31, 2025 and 2024 was comprised of the following:

	2025	2024
Land	$ 41,164,511	$ 47,387,611
Trees	78,256,592	91,991,462
Irrigation, machinery and equipment	26,568,733	28,549,439
Development in progress	3,023,829	2,731,932
Other fixed assets	1,957,249	2,142,445
Total	150,970,914	172,802,889
Accumulated depreciation	(19,839,442)	(12,472,284)
Property and equipment, net	$ 131,131,472	$ 160,330,605

Depreciation expense was approximately $8,726,000 and $8,576,000 for the years ended December 31, 2025 and 2024, respectively. Depreciation expense is capitalized as component of development in process for properties that are not currently placed into service. For properties that are placed into service, depreciation is included in operating expenses on the consolidated statements of operations. As such, at December 31, 2025 and 2024, respectively approximately $1,850,000 and $1,866,000, respectively, of depreciation expense was capitalized within inventory as crops in progress.

The Company recognized a loss on sale of assets of approximately $643,000 and $2,587,000 for the years ended December 31, 2025 and 2024, respectively, and is recorded in other expenses. The loss on sale of assets during 2024 related to the sale of certain plots of land and trees from GLF19 Valpredo Road LP.

(Continued)

NOTE 4 – ASSETS HELD FOR SALE

As of December 31, 2025, the Company determined that the property and equipment of GLF11 Davis Avenue LP and GLF20 Lake Avenue LP met the criteria for classification as held for sale. Accordingly, the assets are presented as assets held for sale in the consolidated balance sheets as of December 31, 2025. Upon classification as held for sale, the Company measured the assets at the lower of the carrying amount or fair value less cost to sell. Prior to classification as held for sale, the assets had an aggregate net book value of approximately $21,400,000. In July 2026, the Company entered into a contract to sell the property and equipment for $14,000,000. The transaction is expected to close in September 2026. Based on the estimated fair value of the assets, which was determined using the contractual sales price less estimated cost to sell of $560,000, the Company recognized an impairment loss of approximately $7,900,000 during the year ended December 31, 2025.

NOTE 5 – LONG-TERM DEBT

The Company entered into a credit agreement (the “Credit Facility”). The Credit Facility supports the operations and growth of the business. The Credit Facility includes an accordion feature that provides, at the approval of the lender, up to an additional $15,000,000 in mortgage, delayed draw or revolver capacity. The accordion availability period ends on July 7, 2028. The variable rates under the Credit Facility are based on the secured overnight financing rate (“SOFR”) plus 3.5% at December 31, 2025 and 3.0% at December 31, 2024. The Credit Facility also includes a $15,000,000 and $18,000,000 revolver at December 31, 2025 and 2024, respectively, for which available borrowings were approximately $7,798,000 and $10,565,000 at December 31, 2025 and 2024, respectively.

The Credit Facility is collateralized by substantially all the assets of the Company; the loans are guaranteed by certain subsidiaries; and the Company is required to comply with certain quarterly financial covenants, including maintaining a quarterly current ratio of not less than 1.25:1 through December 31, 2026 and not less than 2.00:1 beginning March 31, 2027. The Company is also required, commencing December 31, 2026, to maintain a trailing twelve month quarterly fixed charge coverage ratio of no less than 1.25:1. At December 31, 2025, the Company was in compliance with its financial covenants.

As part of the Credit Facility, the Company is required to maintain a loan to value (“LTV”) ratio of not more than 52%. Mandatory prepayments to the loan is required if the LTV ratio is exceeded. On September 24, 2024, the Company entered into an amendment to the Credit Facility, which increased the maximum permitted LTV ratio to 70% through July 1, 2025. During 2024, the Company had exceeded the allowable LTV ratio and prepayment was subsequently waived through an amendment to the Credit Facility.

On June 30, 2025, the Company entered into an amendment to the Credit Facility, reducing the revolver limit to $15,000,000. The revolver’s interest rate was changed to SOFR plus 3.50%. For certain other loans within the Credit facility, the interest rate is to be increased by 0.50% as of any date in which the LTV ratio exceeds 60% and is to be increased by 1.00% as of any date in which the LTV ratio exceeds 65%. The increases have been reflected in the interest rates disclosed below. The amendment also adjusted the mandatory prepayment LTV ratio requirements to 67.5% from July 1, 2025 through December 31, 2026 at which time, the LTV ratio requirement will be 62.5%. The Company was in compliance with the LTV ratio at December 31, 2025.

On September 1, 2026, the Company entered into an amendment to the Credit Facility that extended the maturity date of the revolver to July 1, 2027. Under the amendment, the fixed charge coverage ratio covenant commences with the year ending December 31, 2027. The quarterly current ratio requirement remains at not less than 1.25:1 through December 31, 2027 and increases to not less than 2.00:1 beginning March 31, 2028.

(Continued)

NOTE 5 – LONG-TERM DEBT (Continued)

Long-term debt consists of the following:

	2025	2024
7.65% fixed rate equipment loan with John Deere Financing; due in annual payments of $117,347 through maturity on March 18, 2028; secured by certain assets of GLF Equipment Services LP.	$ 304,317	$ 391,698
6.75% fixed rate mortgage under the Credit Facility; due in annual installments of interest plus principal of $1,007,805 in 2029, $1,400,000 in 2030 through 2031, $2,000,000 in 2032 through 2033, $2,500,000 in 2034 through 2035, $2,000,000 in 2036 through 2040, $1,200,000 in 2041 through 2042, $1,000,000 in 2043, and $928,063 at maturity on April 1, 2044.	27,135,868	28,904,777
Variable rate mortgage under the Credit Facility based on SOFR plus 3.5% (7.37%) at December 31, 2025 and SOFR plus 3% (7.55%) at December 31, 2024; due in annual installments ranging from approximately $1,142,400 to $1,188,600, including principal and interest through April 1, 2043, with remaining balance of $2,147,203 due at maturity on April 1, 2044.	10,332,543	11,006,089
Variable rate equipment loan under the Credit Facility based on SOFR plus 3.5% (7.37%) at December 31, 2025 and SOFR plus 3% (7.55%) at December 31, 2024; due in annual installments ranging from approximately $1,457,800 to $1,463,900, including principal and interest through April 1, 2027, with remaining balance of $1,461,565 due at maturity on April 1, 2028.	3,803,201	4,886,548
Variable rate delayed draw development loan under the Credit Facility based on SOFR plus 3.5% (7.37%) at December 31, 2025 and SOFR plus 3% (7.55%) at December 31, 2024; due in annual interest payments through maturity on April 1, 2048, at which time the outstanding amount is due.	12,541,404	13,400,136
Variable rate revolver under the Credit Facility based on SOFR plus 3.5% (7.37%) at December 31, 2025 and SOFR plus 3% (7.55%) at December 31, 2024; due at maturity on July 1, 2027.	7,201,632	7,393,420
Variable rate equipment revolver under the Credit Facility based on SOFR plus 3.5% (7.37%) at December 31, 2025 and SOFR plus 3% (7.55%) at December 31, 2024; due in annual payments ranging from approximately $246,600 to $252,600 through maturity on April 1, 2028, at which time the remaining balance is due.	651,194	836,631
10% organic farmland transition loans with certain Common Equity holders; due at maturity on May 1, 2027.	3,548,644	3,548,644

(Continued)

NOTE 5 – LONG-TERM DEBT (Continued)

	2025	2024
5.96% fixed rate GLF3 leasehold mortgage with American Ag Credit; due in annual installments ranging from approximately $48,600 to $55,900, including principal and interest through April 1, 2038, with remaining balance of $52,835 due at maturity on January 1, 2039; secured by certain assets of GLF3 Brewer Road LP.	$ 508,058	$ 531,346
5.82% fixed rate GLF3 leasehold mortgage with American Ag Credit; due in annual installments ranging from approximately $247,500 to $284,600, including principal and interest through April 1, 2038, with remaining balance of $343,371 due at maturity on January 1, 2039; secured by certain assets of GLF3 Brewer Road LP.	2,642,958	2,761,848
4.85% fixed rate GLF4 leasehold mortgage with American Ag Credit; due in annual payments of principal of $333,164 plus interest through maturity on April 1, 2031, at which time the remaining balance is due; secured by certain assets of GLF4 Claribel Road LP.	1,668,173	2,001,336
5.81% fixed rate GLF10 leasehold mortgage with American Ag Credit; due in annual payments of $303,412 through maturity on April 1, 2041, at which time the remaining balance is due; secured by certain assets of GLF10 Meikle Road LP.	3,342,243	3,469,749
7.50% fixed rate equipment loan with John Deere Financing; due in annual payments of $34,045 through maturity on July 16, 2030; secured by certain assets of GLF Equipment Services LP.	137,729	-
9.5% fixed rate promissory note; due in quarterly interest payments through maturity on January 1, 2028, at which time the remaining balance is due.	363,935	-
	74,181,899	79,132,222
Less net deferred financing fees	(602,274)	(508,697)
Less current maturities portion of long-term debt	(9,325,720)	(9,393,624)
Long-term debt	$ 64,253,905	$ 69,229,901

Maturities of long-term debt are due as follows:

2026	$ 9,325,720
2027	5,785,645
2028	2,730,731
2029	1,977,731
2030	2,389,682
Thereafter	51,972,390
	$ 74,181,899

(Continued)

NOTE 6 – OPERATING LEASES

The Company leases land and equipment under operating lease arrangements. The Company's maturities of lease liabilities under the intended lease terms are as follows:

2026	$ 2,370,130
2027	2,116,256
2028	1,909,842
2029	1,902,318
2030	1,911,368
Thereafter	16,805,637
Total lease payments	27,015,551
Inputed interest	(5,991,272)
Total lease liabilities	21,024,279
Less current maturities	(1,494,690)
Total long-term lease liabilities	$ 19,529,589

As of December 31, 2025 and 2024, the weighted average discount rate of the leases is 4.18% and 4.23%, respectively, and the weighted average lease term is approximately 13.45 and 14.16 years, respectively, with leases maturing between 2026 and 2043.

Operating lease expense recognized in the consolidated statements of operations for the years ended December 31, 2025 and 2024 was approximately $2,182,000 and $2,165,000, respectively. At December 31, 2025 and 2024, approximately $0 and $5,000, respectively, of lease expense was capitalized within inventory as crops in progress.

NOTE 7 - RELATED PARTIES

At December 31, 2025 and 2024, the Company has amounts due from related parties of approximately $935,000 and $1,027,000 within other current assets on the consolidated balance sheets. These amounts originated from equipment sharing arrangements, and joint process of invoices and costs at neighboring farms who share general partners, certain holders of Common Equity and management. Related to these related party arrangements, for the years ended December 31, 2025 and 2024, GLF Equipment Service LP recognized revenue of approximately $826,000 and $833,000, respectively, as rental income from related parties, presented as other revenue in the consolidated statements of operations.

Additionally, the General Partner has appointed GLF Management Company LLC to perform certain management functions for the Company. During the years ended December 31, 2025 and 2024, the Company has incurred expenses related to shared administrative services within operating expenses of approximately $2,314,000 and $2,011,000 and approximately $1,386,000 and $2,017,000, respectively, related to oversight from GLF Management Company LLC within general and administrative expenses.

The Company also rents shop space from a neighboring farm that is considered a related party. As part of this arrangement for the years ended December 31, 2025 and 2024, the Company paid approximately $2,000 of lease expense presented within other expenses in the consolidated statements of operations and has approximately $129,000 and $137,000, respectively, of prepayments in the consolidated balance sheets, within prepaid expenses.

(Continued)

NOTE 8 - PARTNERS EQUITY

The Company issued the following classes of equity to the limited partners in exchange for their respective interests in the subsidiary companies' equity interests:

Common Equity Interests: Common Equity Interests generally participate in the profits and losses (net of profits allocated to the GLF Incentive Comp LLC, and Redemption Interests), and are assigned voting participation within the Company in proportion to their Capital Percentages. At December 31, 2025 and 2024, the number of common equity units amounted to 152,623 and 134,152, respectively.

Redemption Interests: Redemption Interests were offered to those investors who elected to redeem all or a portion of their interests in the Acquisition Transaction. Redemption interests do not have voting rights and do not participate in the profit and losses of the Company. Redemption Interests do not have a defined redemption date and the Company aims to redeem these investors as soon as feasible without creating liquidity concerns for the Company. As there is no fixed date for repayment of the Redemption Interests, the Company has classified these interests as equity accordingly.

The amount (the "Redemption Amount") at which the Redemption Interests are to be redeemed has already been established and was based upon net asset value, reduced by any profits interests that GLF Incentive Comp LLC (which serves as the General Partner's employee equity pool (the "Incentive Pool")), is entitled to pursuant to the operating agreements of each of the Subsidiaries at the time of the Acquisition Transaction, if any, and an amount on account of estimated expenses of the Acquisition Transaction. No redemption interests were redeemed during the year ended December 31, 2025. During the year ended December 31, 2024, approximately $211,000 of redemption interests were redeemed including approximately $17,076 of accumulated preferred interest.

Commencing on January 7, 2024, any outstanding Redemption Amount began accumulating 8% annual interest (compounded daily), and such interest will continue to compound on the underlying Redemption Interests until they are redeemed. This cumulative interest will be paid and recorded as partners' distribution upon settlement of the Redemption Interests. Total cumulative interest was $3,874,129 and $1,821,770 at December 31, 2025 and 2024, respectively.

Incentive Allocations: GLF Incentive Comp LLC is entitled to 5% of positive free cash flows generated by each individual Subsidiary (the "GIC Allocation"). The GIC Allocation is calculated for each individual Subsidiary, on a calendar year basis. For the years ended December 31, 2025 and 2024, no farms generated positive free cash flows and therefore, there were no GIC Allocations. When there is a GIC Allocation, it is recorded as expense with a corresponding liability consistent with when the expense is probable and reasonably estimable.

Promote Allocations: GLF LLC (the "General Partner") is entitled to allocations of common equity of 20% of any return over a 6% performance hurdle and is paid as outlined below in the Distributions section.

Distributions: After Redemption Interests are made, distributions are made in the following priority:

- First, 100% to the Common Equity Interests until the Priority Return (6%) has been met;
- Second, 100% to the Common Equity Interests until the capital contributions have been returned; and
- Thereafter, 20% to the General Partner and 80% to the Common Equity Interests.

(Continued)

NOTE 9 – COMMITMENTS AND CONTINGENCIES

Contingencies: The Company is subject to legal actions in the normal course of business. Although litigation is subject to many uncertainties and the ultimate exposure cannot be ascertained, management does not believe the final outcome of any outstanding claims will have a material effect on the Company's financial position or results from operations.

Litigation: On September 19, 2023, in the Superior Court of Stanislaus County, California, an affiliate of the Company was named as a co-defendant in a putative class action complaint filed by an employee of a former labor contractor, alleging, among other claims, failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal and rest periods, and failure to provide timely wage statements. The Company's affiliate answered the complaint and filed a cross-complaint against the plaintiff on January 12, 2024. The parties are currently engaged in discovery, and the court has appointed a discovery referee to assist in resolving certain outstanding discovery matters. The Company's affiliate denies these claims and intends to defend vigorously against them but is unable to determine the possible outcome of this action.

Commitments: During the year ended December 31, 2024, the Company received approximately $23,200,000 of capital commitments, of which, approximately $8,000,000 were received through December 2024, approximately $9,200,000 were received through December 2025, with the remaining balance of approximately $6,000,000 to be received during 2026.

NOTE 10 – SUBSEQUENT EVENTS

Subsequent to year-end, the Company's 150-day reporting requirement was not in compliance with the Credit Facility. The Company received a waiver for this covenant violation.

The Company has evaluated events and transactions occurring subsequent to the balance sheet date of December 31, 2025 for items that should be recognized or disclosed in these financial statements. The evaluation was conducted through September 30, 2026, the date of which the financial statements were available for issuance.

Appendix 4 – Material Information

Governing law and forum. The Securities, the Note and the Offering Documents are governed by the laws of the State of California. Any action arising from them may be brought in the state courts of California located in Santa Cruz County, California, or, to the extent federal jurisdiction exists, in the United States District Court having jurisdiction over Santa Cruz County, California.

Farms, Family & Future

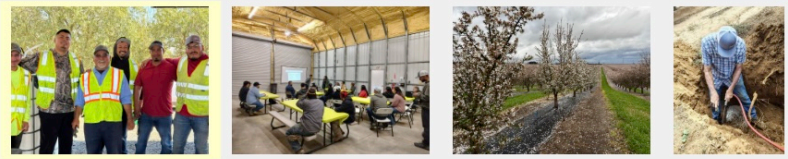
Last updated on 11/23/2026, 4:58:58 PM by jim

Edit

Upload Distributions | Distribution Requests | Closing Progress

Live for 90 more day(s).

Percentage Funded (Min Goal):	0%
Percentage Funded (Max Goal):	0%



Goal

At Gold Leaf Farming, we are building farms, families and a future we are proud of. Across 26 farms and about 12,000 acres of California and Arizona orchards, our operators earn living wages, receive fully paid healthcare and share ownership in the farms they run. Now we are bringing solar to our Chowchilla Pistachio Farm. The 252 kW CEC-AC ground-mounted array is designed to offset PG&E electricity purchases, including power for irrigation pumping. Part 1 investors funded the first stage in 2026. This raise helps fund remaining installation under our fixed-price contract with Excite Energy. As of November 16, piles and trenching were complete, with racking and module installation scheduled for the week of December 14, subject to weather and project progress.



Chowchilla, CA

Gold Leaf Farming

Gold Leaf is built for the long haul, a modern farming company backed by long-term capital partners and led by an experienced agriculture team. We focus on supply-constrained, high-demand crops, starting with almonds and pistachios, and we manage our farms with a long-term approach designed to support resilient operations for decades to come.

Team Members



Jimmy Gill
Asset Manager



Gerardo Hernandez
Farm Manager



Jackie Zielke
VP of Operations



Jack McCarthy
Founder & CEO

Project Id: 00067

Loan Type: INTEREST_ONLY

Payment Cadence: QUARTERLY

Interest: 9.5%

Term: 36 months

Goal: $ 225000

Investors: 0

Minimum Goal: $ 175000

Funded: $ 0

Project Timeline

Cancellation	2/19/2027, 11:59:00 PM
Funding	2/21/2027, 11:59:00 PM
Term Conversion (distributions start)	4/1/2027, 11:59:00 PM
Maturity (distributions end)	4/1/2030, 11:59:00 PM

(all times are local)

Financial Details

The Note bears fixed annual interest of 9.50%. Interest accrues from the actual Funding Date. Initial interest through March 31, 2027 is payable April 1, 2027. Regular quarterly interest payments begin July 1, 2027, with all outstanding principal and final interest due April 1, 2030. The 36-month scheduled term excludes the initial interest period. Payments are subject to the Note's business-day provisions and the Issuer's ability to pay; repayment is not guaranteed.

Financial Documents

Form C
Farms, Family and Future Offering Form C

Payment Schedule

No payment schedule generated

Impact Statement (shown in welcome email)

This project is designed to generate solar electricity for the Chowchilla Pistachio Farm, including electricity used for irrigation pumping, and reduce purchases of grid electricity.