



**NEW MEXICO
STATE LAND OFFICE
COMMERCIAL RESOURCES DIVISION
PO Box 1148, Santa Fe, NM 87504-1148**

BUSINESS LEASE

Lease No. BL-1418

THIS LEASE, dated July 8, 2012, is made and entered into by and between the Commissioner of Public Lands, hereinafter referred to as "Lessor", and Americulture, Inc. whose address is 25 Tilapia Trail, Animas, New Mexico 88020 hereinafter referred to as "Lessee".

Lessor and Lessee agree and covenant as follows:

1. **LEASE.** For and in consideration of and subject to the terms, conditions, covenants and reservations contained herein, Lessor leases to Lessee the following described tract of land, hereinafter referred to as the "leased premises":

A tract of land situated in the NE Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 7, Township 25 South, Range 19 West of N.M.P.M. in Hidalgo County, New Mexico and being described as follows:

Beginning at the NW Corner of the tract herein described, which point bears S89°56'E along the north line of said Section 7 a distance of 1,320.55 feet from the N $\frac{1}{4}$ of said Section 7; Thence continuing S89°56'00"E a distance of 660.28 feet to the NE Corner of this tract; Thence S 0°18'04"E a distance of 659.72 feet to the SE Corner of this tract; Thence N89°56'00"W a distance of 659.72 feet to the point of beginning. This tract contains 10.00 acres, more or less,

In addition, the acreage has been amended to include 30.00 additional acres as follows:

NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ = 10 acres;
SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ = 10.0 acres; and
SW $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ = 10.0 acres;

Total acreage: 40.0, more or less.

The rights granted herein are subject to all valid existing rights in the leased premises.

2. **WATER RIGHTS.** No water rights shall be used, placed or developed on the leased premises without the express, written consent of Lessor. All water appropriated shall be pursuant to state law and regulations. Any water rights used, placed or developed on the Lease Premises are herein and hereby deemed to belong to the Lessor, and all such rights shall be developed in the name of the Lessor.

3. **RESERVATIONS.** Lessor reserves the right to execute leases for the exploration, development and production of geothermal resources, oil and gas, sand, gravel, coal, shale, clay, rock, building stone or materials, potassium, sodium, phosphorus, salt or any other minerals or deposits of whatsoever kind located in, under or upon the leased premises and all rights of access, ingress and egress through or across the leased premises that are necessary or convenient to such exploration, development or production. Lessor further reserves the right to grant rights-of-way and easements over, upon, or across the leased premises for public highways, railroads, tramways, telephone, telegraph and power lines, irrigation works, sewer lines, drainage ditches, mining, logging, and for other purposes.

4. **TERM.** The term of this lease shall begin on the date of this lease and end at midnight on **July 7, 2017**, unless terminated or canceled earlier as herein provided. Nothing contained herein shall limit the right of Lessor to sell or exchange the leased premises during the lease term.

5. **RENT.** Lessee shall pay to Lessor as rent for the leased premises and for the rights and privileges granted hereunder **\$1,250.00** for the first year; **\$1,250.00** for the second year; **\$1,250.00** for the third year; **\$1,250.00** for the fourth year and **\$1,250.00** for the fifth year, due and payable in advance on or before the 8th day of July each year during the term of this lease. Time is of the essence in the performance of this agreement. Interest on delinquent rent payments shall accrue from the date the payment becomes due at the rate of one percent a month or any fraction of a month. Lessee shall also pay a late processing fee of **\$50.00** for any delinquent payment of rent, in accordance with the Lessor's schedule of fees.

6. **PERMITTED USE.** Lessee shall use the leased premises for the sole and exclusive purpose of: **Supporting structures, facilities and systems for a fish farming venture located upon adjacent land, including a live-in caretaker to provide security.** No other uses shall be permitted.

7. **IMPROVEMENTS.** Lessee may place the following improvements on the leased premises:

- 1 - **42,000 Gallon Water Storage Tank**
- 1 - **Six (6) Bay Car Shade**
- 1 - **300 Gallon diesel Tank**
- Barbed Wire Fences**
- 1 - **Singlewide Mobile Home (occupied) for Security Purposes**
- 1 - **Small Wooden Storage Structure**

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No other improvements shall be placed on the leased premises without the prior amendment of this lease pursuant to Paragraph 19 hereof to permit such improvement placement. Lessee shall maintain and protect from waste and trespass all improvements placed on the leased premises. In the event improvements other than those authorized herein are placed on the leased premises, Lessor may either declare title to such improvements in Lessor without payment of compensation to Lessee or Lessor may order the removal of such improvements and the restoration of the leased premises to their condition existing prior to the placement of said improvements at Lessee's expense. The foregoing rights of Lessor shall be cumulative to Lessor's right to cancel this lease as herein provided.

8. **LIEN.** To secure the payment of any rent amount that becomes due, and to satisfy all reasonable costs incurred by Lessor in recovering said rent amount, Lessor shall have a first and prior lien on any and all improvements, fixtures and equipment placed on the leased premises.

9. **IMPROVEMENT REMOVAL AND RECLAMATION.** Before relinquishment or termination of this lease without re-lease to Lessee, or upon Lessor's cancellation of this lease as provided herein, Lessee shall remove all improvements placed on the leased premises and shall restore the leased premises to their condition existing prior to the placement of said improvements; provided, however, if any rent amount is due and unpaid at the time of lease cancellation or termination, Lessee shall remove improvements and restore the leased premises as herein provided only at such time, in such manner and under such conditions as Lessor may in writing demand. Lessee hereby waives, and shall not assert, any right to compensation for improvements on the leased premises under Section 19-7-14, NMSA 1978. This paragraph shall survive termination of this lease.

10. **RELINQUISHMENT.** Lessee, if not in default under this lease, may at any time **apply to** relinquish the lease to Lessor and be relieved of further obligations under the lease, provided, however, such relinquishment shall not be valid or effective until approved in writing by Lessor. Lessee must file an application to relinquish the Lease at least 30 days prior to the date on which the Lessee requests the relinquishment to go into effect. Lessor may condition relinquishment on any terms he deems reasonable. Relinquishment shall be made on a form prescribed by Lessor and shall be accompanied by the required relinquishment fee as set forth in Lessor's schedule of fees. Upon relinquishment Lessee shall not be entitled to the refund of any rent previously paid.

11. **ASSIGNMENT.** Lessee shall not assign this lease, any part thereof, or assign any improvements located on the leased premises without the prior amendment of this lease pursuant to Paragraph 19 hereof to permit such assignment. Any lease assignment without lease amendment shall be null and void. Lessor may condition such lease amendment upon an increase in the rent amount and the modification or addition of other lease provisions.

12. **SUBLEASE.** Lessee shall not sublease the rights granted hereunder, any part thereof, any portion of the leased premises or any improvements located on the leased premises without the prior amendment of this lease pursuant to Paragraph 19 hereof to permit such sublease. Any sublease without lease amendment shall be null and void. Lessor may condition such lease amendment upon an increase in the rent amount and the modification or addition of other lease provisions.

13. **COLLATERAL ASSIGNMENT.** Lessee shall obtain approval of Lessor in accordance with State Land Office Rule 19.2.9.15 NMAC before making any collateral assignment or mortgage of its interest in this Lease or its improvements, and any such collateral assignment or mortgage shall be subject to the conditions, limitations and requirements set forth in the State Land Office rules. Lessor's approval of a collateral assignment or mortgage shall not release Lessee from any of its obligations under this Lease, except as agreed to in writing by Lessor. If Lessor gives Lessee a notice of default, Lessor shall simultaneously provide a copy of the notice to an approved collateral assignee or mortgagee, which shall have the right to cure the default within the time provided, subject to the requirements of State Land Office rules. An approved collateral assignee or mortgagee may succeed to the rights and duties of Lessee, and it may assign the lease in accordance with Paragraph 11, above, and State Land Office rules governing assignments.

14. **DEFAULT AND CANCELLATION.** Upon Lessee's violation of any of the terms, conditions or covenants contained herein, including the failure to pay the rent when due, Lessor may cancel this lease after providing Lessee thirty (30) days notice of the default by registered mail. The mailing of such notice as herein provided shall constitute notice of Lessor's intention to cancel the lease and no proof of receipt of such notice shall be necessary in order for Lessor to enter lease cancellation thirty days after the mailing of the notice if Lessee has not cured the default to Lessor's satisfaction within said thirty day period. Lessee agrees that if a court of competent jurisdiction determines that Lessee has breached any of the terms, conditions or covenants of this lease, Lessee shall pay the costs incurred by Lessor in litigating the default, including reasonable attorney fees. In the event of a breach of the terms of this Lease by the Lessee, the Lessor also shall have all remedies available at law or equity.

15. **WAIVER.** No employee or agent of Lessor has the power, right or authority to orally waive any of the terms, conditions, or covenants hereof and no waiver by Lessor of any of the terms, conditions or covenants hereof shall be effective unless in writing and executed by Lessor. Lessor's waiver of Lessee's breach or default of any of the terms, conditions or covenants hereof shall not constitute or be construed as a waiver of any other or subsequent breach or default by Lessee. The failure of Lessor to enforce at any time any of the terms, conditions or covenants hereof or to exercise any option herein provided, or to require at any time performance by Lessee of any of the terms, conditions, or covenants hereof shall not constitute or be construed to be a waiver of such terms, conditions, or covenants, nor shall it affect the validity of this lease or any part

thereof, or Lessor's right to thereafter enforce each and every such term, condition and covenant.

16. **COMPLIANCE WITH LAWS.** Lessee shall fully comply with all federal and state laws, regulations, rules, ordinances and requirements, applicable to the leased premises or to Lessee's operations thereon, including but not limited to all applicable laws governing water; endangered or threatened species; hazardous materials; environmental protection; land use; health and safety; cultural, historic or archeological / paleontological properties; waste; trespass; and all New Mexico State Land Office Rules and Regulations, including those that may be hereafter promulgated. Lessee's obligations under this paragraph include but are not limited to compliance with NMSA 1978 Section 19-6-5, requiring a lessee of State Trust Land to protect the leased premises from waste or trespass. Lessee's compliance with all laws, regulations and policy shall be at its own expense.

17. **WAIVER, RELEASE AND PROTECTION OF THE LEASED PREMISES.** Lessee is leasing the leased premises based on Lessee's own inspection and investigation of and judgment regarding the leased premises. Lessor makes no warranties or representations of any kind or nature with regard to the leased premises or with regard to this transaction.

If accidental discharge, release, spill, or fire or any other event having environmental consequence occurs, Lessee agrees to provide notice to Lessor at the same time and in the same manner as Lessee is required to provide to the federal, state or local agency having responsibility for enforcing compliance with environmental laws, regulations and policy. Lessee agrees that, upon request by Lessor, Lessor shall have access to all reports, documents, test data and all other materials provided by Lessee to or received by Lessee from a governmental agency having responsibility for enforcing compliance with environmental or other laws.

In the event Lessor is required to incur any cost or expense to enforce the provisions of this lease, including but not limited to consultants, engineers, soil, air or water sampling and attorney's fees and costs, Lessee shall be liable for and reimburse Lessor for said costs and expenses.

18. **INDEMNIFICATION; INSURANCE.**

A. Lessee shall hold harmless, indemnify and defend the State of New Mexico, Lessor and Lessor's employees, agents, and contractors, in both their official and individual capacities, from any and all liabilities, claims, losses, damages, or expenses, including but not limited to reasonable attorneys' fees, loss of land value, third party claims, penalties or removal, remedial or restoration costs arising out of, alleged to arise out of or indirectly connected with a) the operations hereunder of Lessee or Lessee's employees, agents, contractors, or invitees, b) the activities of third parties on the leased premises, whether with or without Lessee's knowledge or consent. This provision, Lease Paragraph 17, shall survive the termination, cancellation or relinquishment of this Lease,

and any cause of action of Lessor to enforce this provision shall not be deemed to accrue until Lessor's actual discovery of said liability, claim, loss, damage, or expense.

B. During the Term of this Lease, Lessee shall obtain and maintain at all times, at Lessee's cost and expense, broad form comprehensive general public liability insurance that names the Lessor as the insured or as an additional insured, protecting the Lessor against claims for personal injury, death and property damage. Such an insurance policy must specifically provide coverage for the Lessor and its employees and agents in minimum amounts of \$100,000 for damage to or destruction of property arising out of a single occurrence; \$ 300,000 for all past and future medical and medically-related expenses arising out of a single occurrence; \$ 400,000 to any person for any number of claims arising out of a single occurrence for all damages other than property damage and medical and medically-related expenses; and \$750,000 for all claims other than medical or medically-related expenses arising out of a single occurrence. Higher coverage for the Lessor may be reasonably required by the Lessor from time to time. In addition, the Lessee must obtain at its own expense, insurance coverage adequate to protect its operations, property, employees and agents in amounts Lessee finds sufficient. The Lessee shall provide to Lessor copies of the insurance policy or policies providing coverage to the Lessor and all amendments and renewals upon issuance, amendment, and renewal.

19. **SCOPE OF AGREEMENT.** This lease incorporates all the agreements, covenants and understandings between Lessor and Lessee concerning the subject matter hereof and all such agreements, covenants and understandings are merged into this written lease. No prior agreement or understanding between Lessor and Lessee shall be valid or enforceable unless expressly embodied in this lease.

20. **AMENDMENT.** This lease shall not be altered, changed or amended except by an instrument executed by both Lessor and Lessee.

21. **APPLICABLE LAW.** This lease shall be governed by the laws of State of New Mexico.

22. **EXHAUSTION OF ADMINISTRATIVE REMEDIES.** In the event that Lessee is aggrieved by a decision of Lessor to cancel this Lease, Lessee shall within thirty (30) days after the date of such decision file an administrative contest pursuant to NMSA 1978, § 19-7-64 and State Land Office Rule 15 (19.2.15 NMAC). Lessee shall initiate no court action regarding this Lease except to appeal a final decision of the Commissioner of Public Lands rendered pursuant to such a contest proceeding, and as provided by NMSA 1978, § 19-7-64.

23. **SUCCESSORS IN INTEREST; THIRD PARTIES.** All terms, conditions and covenants of this lease and all amendments thereto shall extend to and bind the heirs, successors and assigns of Lessee and Lessor. There are no third party beneficiaries of this Lease.

24. **RE-LEASE.** At the expiration of the term of this lease, Lessee may re-lease the leased premises provided Lessor has determined to offer the leased premises for the same uses as permitted herein, Lessee is not in default under this lease, Lessee agrees to the terms offered by Lessor, and Lessee has bettered any offer to lease the leased premises made by a third party.

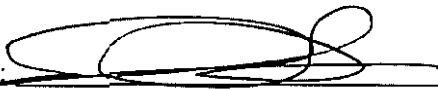
25. **HOLDING OVER.** If Lessee enters upon the leased premises after the termination or cancellation of this lease for any purpose, or leaves any equipment, buildings, materials, property or debris on the leased premises after the termination or cancellation of this lease, the rent due Lessor for such entry or presence shall be **\$6.85** for each day or any part of a day. Nothing contained herein shall be construed as the grant to Lessee of the right to enter the leased premises for any purpose after the termination or cancellation of this lease without the prior written consent of Lessor.

26. **LEASE ENTERED INTO UNDER STATE LAND OFFICE RULE 9.** This Lease is entered into pursuant to New Mexico State Land Office Rule 9, "Business Leasing" (19.2.9 NMAC), and the provisions of that rule control the interpretation and application of the terms of this Lease, except that in the event of a conflict between a provision of this Lease and a provision of Rule 9, the Lease provision controls.

Executed in duplicate.

LESSEE:

AMERICULTURE, INC.

By: 

Name: *DAEMON SEAWRIGHT*

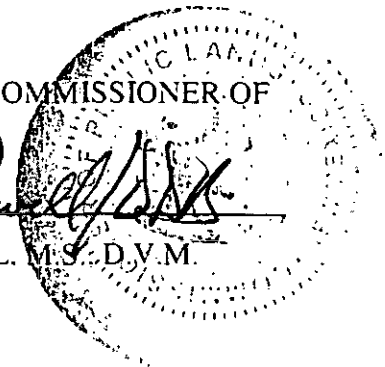
Title: *PRESIDENT*

LESSOR:

NEW MEXICO COMMISSIONER OF
PUBLIC LANDS

By: 

RAY POWELL, M.S., D.V.M.



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ACKNOWLEDGMENT IN AN INDIVIDUAL CAPACITY

State of _____
County of _____

This instrument was acknowledged before me on _____ (date) by
_____ (name).

(seal)

(Signature of notarial officer)

My commission expires: _____

ACKNOWLEDGMENT IN A REPRESENTATIVE CAPACITY

State of New Mexico
County of Hidalgo

This instrument was acknowledged before me on August 29, 2012 (date) by
Damon Seawright (name) as President (title) of
Americulture, Inc. (name of party on behalf of whom instrument is
executed).

(seal)

Lisha H. Green
(Signature of notarial officer)

My commission expires: 10/25/13

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**NEW MEXICO
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COMMERCIAL RESOURCES DIVISION
PO Box 1148, Santa Fe, NM 87504-1148**

APPLICATION TO MAKE IMPROVEMENTS

I, AmeriCulture, Inc. whose address
(Please print the name of the legal entity, or, if applying as an individual, the personal name)
is 25 Tilapia Trail : Animas : NM : 88020
(mailing address) (city) (state) (zip code)

herewith make application for the written consent of the Commissioner of Public Lands to make improvements on the lands in Business Lease No. BL-1418, described as follows:

SUBDIVISION	SECTION	TOWNSHIP	RANGE	ACRES
NE 1/4 NE 1/4	7	25 S	19 W	10.0
NE 1/4 NE 1/4 NE 1/4	7	25 S	19 W	10.0
SE 1/4 NE 1/4 NE 1/4	7	25 S	19 W	10.0
SW 1/4 NE 1/4 NE 1/4	7	25 S	19 W	10.0

PROPOSED IMPROVEMENTS:

<u>Single wide mobile Home</u>	Value \$	<u>5,000.00</u>
<u>Wooden Storage Shed</u>	Value \$	<u>2,000.00</u>
_____	Value \$	_____
_____	Value \$	_____
_____	Value \$	_____

TOTAL VALUE OF IMPROVEMENTS..... Value \$ 7,000.00

Submit "Exhibit A", a plot plan locating all proposed improvements (if applicable).

Estimated time of completion January 1, 2011
(Day, Month, Year)

Damon Seawright
(Please print name of applicant or of attorney in fact/authorized agent and title)

[Signature]
(Signature of individual or of attorney in fact / authorized agent)

7-25-12
(Date)

I, Ray Powell, Commissioner of Public Lands,
hereby give my consent to the above lessee(s) to make improvements as listed above,
conditioned upon the completion of construction and installation of such improvements on or
before August 2, 2012.

8/2/12
APPROVAL DATE

Ray Powell
COMMISSIONER OF PUBLIC LANDS

APPLICATION FEE \$50.00



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APPLICATION TO MAKE IMPROVEMENTS

I, AmeriCulture, Inc. whose address
(Please print the name of the legal entity, or, if applying as an individual, the personal name)
is 25 Tilapia Trail, Animas, NM, 88020
(mailing address) (city) (state) (zip code)

herewith make application for the written consent of the Commissioner of Public Lands to make improvements on the lands in Business Lease No. BL-1418, described as follows:

SUBDIVISION	SECTION	TOWNSHIP	RANGE	ACRES
NW 1/4 NE 1/4 NE 1/4	7	25 S	19 W	10.0
NE 1/4 NE 1/4 NE 1/4	7	25 S	19 W	10.0
SE 1/4 NE 1/4 NE 1/4	7	25 S	19 W	10.0
SW 1/4 NE 1/4 NE 1/4	7	25 S	19 W	10.0

PROPOSED IMPROVEMENTS:

Reinforced Concrete Pad	Value \$	20,000
Power Generation Equipment	Value \$	1,500,000
_____	Value \$	_____
_____	Value \$	_____
_____	Value \$	_____

TOTAL VALUE OF IMPROVEMENTS..... Value \$ 1,520,000

Submit "Exhibit A", a plot plan locating all proposed improvements (if applicable).

Estimated time of completion 30-Jun-2016
(Day, Month, Year)

Damon Seawright

(Please print name of applicant or of attorney in fact authorized agent and title)

(Signature of individual or of attorney in fact authorized agent)

15 July 2015
(Date)



I, Aubrey Dunn, Commissioner of Public Lands,
hereby give my consent to the above lessee(s) to make improvements as listed above,
conditioned upon the completion of construction and installation of such improvements on or
before August 10, 2016.

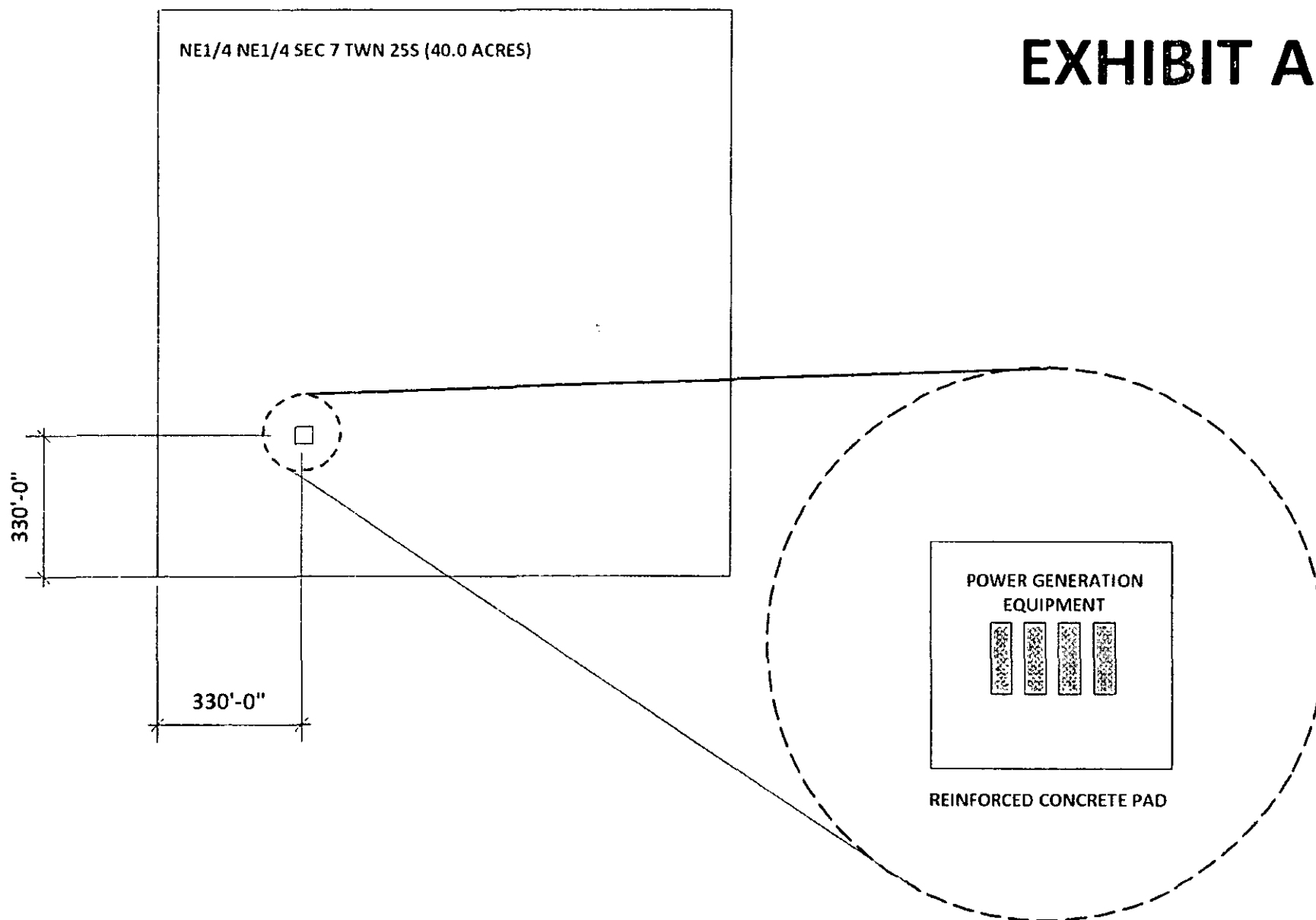
August 10, 2015
APPROVAL DATE

Aubrey Dunn
COMMISSIONER OF PUBLIC LANDS

APPLICATION FEE \$60.00

2015 JUL 16 AM 11 44

EXHIBIT A



LOCATIONS AND SCALE APPROXIMATE