

LAND LEASE TO PURCHASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 1st day of February, 2013, by and between the Henry Revocable Trust dtd 1998 a New Mexico Trust, Scott W. Henry, Trustee, (hereinafter referred to as "Landlord") and Clearbrook Investments Inc., (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord is, OR will become, the fee owner of certain real property being, lying and situated in Bernalillo County, New Mexico, such real property of approximately 9.9 acres having a description of plus or minus, 10 acres of vacant land, more fully described as tract 401, Town of Atrisco Grant, Vol D, folio 118 (hereinafter referred to as the "Premises").

WHEREAS, Landlord desires to lease the Premises to Tenant upon the terms and conditions as contained herein with the express understanding that Tenant will purchase the property, for the appraised value and become the owner and all obligations thereto and purchase the property within 30 days of either the expiration of this lease; or within 30 days of the fully entitled lots for the imminent development whether for use by the tenant or tenant's buyer, or otherwise profit from the sale and development.

WHEREAS, Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein until such time as Tenant obtains financing to purchase the property but in no case later than 60 months from the lease date;, unless otherwise extended by both parties.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. TERM. Landlord leases to Tenant and Tenant leases from Landlord the above described Premises together with any and all appurtenances thereto, for a term of five (5) years, such term beginning on February 1st 2012, or after landlord purchases the property from tenant, and ending at 11:59 PM on January 31st 2017. If at any time Tenant desires to terminate this Agreement, Tenant may do so with ten (10) days written notice to Landlord pursuant to the Notice requirements of this Agreement, pay all remaining lease amounts due, along with the then current or to date, average annualized cost of taxes, maintenance or other "cost items" presented by the Landlord, and the full amount of the purchase price, or most recent appraisal. The landlord may terminate this Agreement upon thirty (30) days written notice to Tenant pursuant to the Notice requirements of this Agreement, and thus forgive any and all amounts due by the tenant.

2. RENT. Rent in the amount equal to the cost of maintenance taxes and insurance, to and other real costs that are associated with the property, plus (\$1,000) one Thousand DOLLARS and is due on the first day of each month. There will be a grace period through the fifth day of each month. If the rent is not paid on or before the fifth day of each month, there is a One Hundred DOLLAR (\$100.00) late fee, plus a Fifty DOLLAR (\$50.00) daily fee until such rent is paid in full. All such payments shall be made to Landlord at 8801 Jefferson NE Building A, Albuquerque N.M. 87113 on or before the due date and without demand.
3. DAMAGE DEPOSIT. Upon the due execution of this Agreement, Tenant shall deposit with Landlord the sum of n/a DOLLARS (\$ n/a_) receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Such deposit shall be returned to Tenant, without interest, and less any set off for damages to the Premises upon the termination of this Agreement and provided that the carpets have been professionally cleaned.
4. USE OF PREMISES. The Premises shall be used and occupied by Tenant and or Tenant's related entities, Tenant shall not allow any other person, other than Tenant's related entities or employees, or transient relatives and friends who are guests of Tenant, to use or occupy the Premises without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
5. CONDITION OF PREMISES. Tenant stipulates, represents and warrants that Tenant has examined the Premises, and that at the time of this Lease it is in good order, repair, and in a safe, clean and tenantable condition.
6. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Agreement.
7. ALTERATIONS AND IMPROVEMENTS. Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier

termination of this Agreement.

8. HAZARDOUS MATERIALS. Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

9. UTILITIES. Tenant shall be responsible for arranging for and paying for all utility services required on the Premises, if any.

10. MAINTENANCE AND REPAIR; RULES. Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Agreement and any renewal thereof.

11. DAMAGE TO PREMISES. In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence and the Agreement continue according to its terms. Tenant/ Purchaser shall be solely responsible for their Personal Property and shall obtain such policy and hereby holds Landlord/Seller harmless.

12. INSPECTION OF PREMISES. Landlord and Landlord's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises thereon with 24 hours notice. And for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Landlord for the preservation of the Premises. Landlord and its agents shall further have the right to exhibit the Premises and to display the usual "for sale", "for rent" or "vacancy" signs on the Premises at any time within forty-five (45) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions, that do not conform to this Agreement or to any restrictions, rules or regulations affecting the Premises.

13. SUBORDINATION OF LEASE. This Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or

encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

14. TENANT'S HOLD OVER. If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof, except that such tenancy shall be terminable upon thirty (30) days written notice served by either party.

15. SURRENDER OF PREMISES. In the unlikely and undesirable event that Tenant does not purchase the property as agreed to, then upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted, and surrender all deposits, monies, payments, rents, and interests in the property as liquidated damages to the Seller, and all costs, rent due and similar, along with reimbursement of attorney's fees, if any.

16. ANIMALS. No animals shall be allowed to graze, occupy or similar, without express written consent of the landlord, and an agreement reached for additional compensation that shall be negotiated at that time, if the intended use is not ultimately accomplished within the time specified.

17. QUIET ENJOYMENT. Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.

18. INDEMNIFICATION. Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature, and agrees to keep adequate insurance, with the Landlord, and its affiliates and assigns, relatives and directed individuals as additionally insured to the extent that it is available from an accredited insurance company.

19. DEFAULT. If Tenant fails to comply with any of the material provisions of this Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non-compliance and indicating the intention of Landlord to terminate the Lease by

reason thereof, Landlord may terminate this Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Agreement.

20. **PURCHASE OPTION PAYMENT.** During the initial five-year lease period, Tenant intends to purchase the Premises. The Tenant has paid the Landlord a non-refundable payment of Five Thousand dollars (\$5,000.00) to bind this agreement. When financing is approved, Tenant shall deliver written notice to Landlord, pursuant to the notice provisions of this Agreement. Closing shall occur within 30 days of delivery of such notice. **If Tenant is unable to obtain financing or doesn't consummate the purchase during the 60 month total period, the Tenant/Purchaser agrees to surrender all payments deposits, monies, cost amounts and etc, that may be described elsewhere in this agreement, and all interests to Landlord/Seller and return property to its original state as much as is possible.** Purchase terms and conditions are the then most recent appraisal, initiated by the Tenant, with the approval of the qualified appraiser approved by the Landlord. If Tenant consummates the Purchase, then Landlord/Seller shall credit payment amount (\$5,000.00) towards Purchase.

Tenant hereby warrants to not to have work performed to improve the premises without prior written consent from the landlord and also warrants to pay in full for any work or materials approved by Landlord to avoid a lien being placed on the property until purchase closes or lease expires and premises is vacated.

21. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.

22. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New Mexico.

23. **SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

24. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.

25. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.

26. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

27. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

28. NOTICE. Any notice required or permitted under this Lease or under state law shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

The Henry Revocable Trust, dtd 1998 as amended
8801 Jefferson NE, Bldg. A
Albuquerque, NM 87113

If to Tenant to:

Clearbrook Investments Inc,
8801 Jefferson NE, Bldg A suite 202
Albuquerque NM, 87113

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

LANDLORD:

The Henry Revocable Trust

By: [Signature]
Its: TRUSTEE
Date: JAN 28TH 2013

TENANT ('Tenant'):

Clearbrook Investments Inc.,

Sign: [Signature]
Print: Chris Kelsey
Date: 1/28/13