

181725

APN 07-400-02

When recorded mail to
Eureka Properties, LLC
P.O. box 920
Lake Oswego, OR 97001

**RIGHT OF FIRST REFUSAL TO PURCHASE
REAL AND PERSONAL PROPERTY**

For valuable consideration, the receipt of which is hereby acknowledged, the undersigned, KENNETH STENTON, a married man dealing with his sole and separate property, (hereafter referred to as "Stenton") does hereby give and grant unto EUREKA PROPERTIES, LLC, Nevada Limited Liability Company and/or two assignees (hereafter referred to as "Eureka") a right of first refusal to purchase the following described real and personal property, upon the following terms and conditions:

1. That certain real and personal property situate in the County of Eureka, State of Nevada, upon which a right of first refusal is given is more particularly described as follows:

Real Property

TOWNSHIP 21 NORTH, RANGE 53 EAST, MDB&M.

Section: The NE 1/4 of said Section lying East of Highway 278
186.6 acres more or less (APN 07-400-02)

SUBJECT to all exceptions, reservations, restrictions, restrictive covenants, assessments, easements, rights and rights of way of record.

TOGETHER with any and all buildings and improvements situate thereon.

TOGETHER with all mineral and water rights appurtenant thereto.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainders and remainders, rents, issues and profits thereof.

ROSS P. EARDLEY
ATTORNEY AT LAW
469 IDAHO STREET
ELKO, NEVADA 89801

TELEPHONE (775) 738-4046 • FAX (775) 738-6286

021083+

Personal Property

That certain equipment and machinery more particularly described in Exhibit "attached hereto and made a part hereof.

2. In the event that Stenton desires to sell the above described property, or any part thereof, or any item of equipment or machinery listed in Exhibit "A" attached hereto, Stenton shall first offer the said property for sale to Eureka. Upon any such proposed sale, Stenton shall notify Eureka in writing of the proposed terms and conditions of said sale, such writing to include a copy of the proposed sale agreement and/or similar documents, and Eureka shall have 30 days for real property and 72 hours for personal property after receipt of said Notice to accept or reject said offer of sale, which acceptance shall be by written notice to Stenton. If Eureka does not accept said offer within said 30 days for real property and 72 hours for personal property, said offer shall be deemed automatically rejected, and Stenton may sell that specific said property to the third person or entity upon the same terms and conditions as set forth in the offer. In determining what is the same or equal or more favorable terms and conditions, the parties shall consider the "net return" to Stenton taking into consideration such things as real estate commissions and closing costs.

3. If a sale does not take place to a third party or entity on the stated terms and conditions, or said terms and conditions of sale are in any way changed or amended or deviate from the original offer, then Stenton must again give Eureka notice of the new terms and conditions, which notice shall include a copy of the proposed sale agreement and/or similar documents, and Eureka shall have the right of first refusal to the new offer as set forth above.

4. The notice herein referred to shall be in writing and either served personally upon the other party or the designated representative of the other party or mailed to said party or the designated representative of said party by overnight express mail, return receipt requested, at said party's or designated representative of said party's address as specified in this document. Notice of the offer of sale shall be deemed given from the date of personal service or if mailed, from the date of receipt shown on the return receipt card. Notice of acceptance of the offer must be received by Stenton or his designated representative within the time periods specified

above, such periods begin upon the receipt of the offer by Eureka or its designated representative. Both the designated representative of Stenton and Eureka are authorized to act, authorize and sign on half of Stenton and Eureka, respectively. Stenton may rely upon the actions, authorization and signature of either Eureka or its designated representative as if authorization or direct came directly from Eureka. Likewise, Eureka may rely upon the actions, authorization and signature of either Stenton or its designated representative as if authorization or direct came directly from Stenton.

5. This right first refusal and all the terms and conditions hereof shall be binding upon and inure to the benefit of Stenton and his heirs, administrators, executors or other personal representative. However, this right of first refusal shall only inure to the benefit of Eureka and/or two assigns, and Eureka does not have the right to assign this right of first refusal to any other persons or entities, except as herein allowed.

6. In the event that Stenton sells said property, or any part thereof, to a third party or entity because of the action of either Eureka or its designated representative, Eureka or its designated representative agrees to execute and deliver to Stenton any documents necessary to clear title to show that Eureka has no further interest in said property or right to purchase the same.

7. This Right First Refusal to Purchase Real and Personal Property Agreement shall expire on May 1, 06.

8. The addresses of Stenton, Eureka and their designated representatives are as follows:

The address Stenton is:

Kenneth Stenton
PO Box 6
Eureka CA 95316

The name and address of Stenton's designated representative is:

Name: David Ward
Address: 1817 Auburn-Folsom
Auburn CA 95603
916-663-2835

The address Eureka is:

Eureka Properties, LLC
PO Box 54
Fallon, Nada 89407

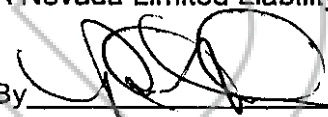
The name and address of Eureka's designated representative is:

Name: Bruce Cunningham
Address: Eureka Properties, LLC
155 'B' Avenue, Suite 310
Lake Oswego, Oregon 97034

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

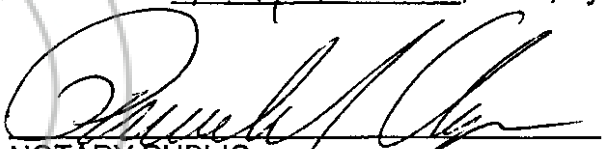


KENNETH N. STENTZ

EUREKA PROPERTIES, LLC
A Nevada Limited Liability Company
By  _____ Manager

STATE OF Nevada)
COUNTY OF Elko) SS.

This instrumt was acknowledged before me on May 1, 2003, by KENNETH N. STENTZ

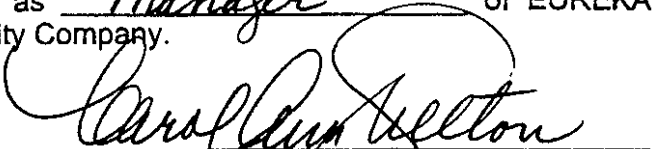


NOTARY PUBLIC

LA J. AGUIRRE
NOTARY PUBLIC - STATE OF NEVADA
Elko County - Nevada
COMMISSION # 99-58153-6
EXP. OCT 28, 2003

STATE OF Oregon)
COUNTY OF Clatsop) SS.

This instrumt was acknowledged before me on April 30, 2003, by Robert M. La, as Manager of EUREKA PROPERTIES, LLC, a Nevada Limited Liability Company.



NOTARY PUBLIC

OFFICIAL
CAROL ANN MELTON
NOTARY PUBLIC OREGON
COMMISSION 340798
MY COMMISSION EXPIRES 9, 2004

EXHIBIT "A"

1. NH 10 Bale Wagon
2. NH 10 Bale Wagon
3. Murray ag Scraper
4. Howard 0" Rotary Tiller
5. 3 Point ray Rig
6. Haybale Tedder #1
7. Haybale Tedder #2
8. Lely Flail #1
9. Lely Flail #2
10. JD 900 loader
11. Front Blade for Loader
12. Forks for loader
13. Big Rhi Rear Blade
14. Danish Tine Harrow
15. 2 Inject Meters
16. Post Hole Digger
17. Fertilizer spreader
18. Blanket harrows
19. Spike harrows
20. JD 443 tractor w/JD 158 Loader
21. White 20 Tractor
22. White 20 Tractor
23. Ford 87 4WD Tractor
24. NH 50 Baler
25. NH 51 Baler s/n 584144
26. NH 51 Baler s/n 588728
27. NH 51 Baler s/n 588754
28. Macdon 000 Windrower
29. Macdon 300 Windrower
30. 1987 Ford runner Squeeze
31. JD 450 Rain Drill
32. Melroe Rain Drill Set
33. JD 670 1 Rake Set
34. NH 216win Rakes
35. H&S Tder 7'
36. Tyler Spreader
37. JD 295 tractor
38. Hesstet 550 Windrower

BOOK 361 PAGE 69
 OFFICIAL RECORDS
 RECORDED AT THE REQUEST OF
Stewart Title
 2003 MAY -2 PM 3:39

EUREKA COUNTY NEVADA
 M.N. REBALEATI, RECORDER
 FILE NO. FEES 18⁰⁰

181725