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Eureka County - NV

Mike Rebaleati - Recorder

Fee \$16.00

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RPTT:

Recorded By FS

Book- 0472 Page- 0166

APN 6-350-01
6-230-02
6-350-03

When Recorded Mail to:
GERBER LAW OFFICES, LLP
491 4th Street
Elko, Nevada 89801

1109 0301-01

This document was recorded
Stewart Title of Northeast
for accommodation only. It has not been
examined as to its execution or as to its
effects upon the title.



0211802

NOTICE OF and FIRST RIGHT OF REFUSAL TO PURCHASE REAL PROPERTY

FOR VALUABLE CONSIDERATION RECEIVED, T. MILTON THOMPSON, whose address is 295 Skyline Drive, Elko, Nevada 89801, herein referred to as "FIRST PARTY," and CEDAR RANCHES, LLC, a Nevada limited liability company, whose address is P.O. Box 942, Eureka, Nevada 89316-0942, herein referred to as "SECOND PARTY," mutually recite and agree as follows:

RECITALS

A. FIRST PARTY is the owner of the following described real property located in Eureka County, Nevada ("the property"):

PARCEL 1 (APN 6-350-01):

Section 4, Lots 1 and 2; SW1/4SE1/4; SE1/4SW1/4, T24N, R54E, MDB&M.

PARCEL 2 (APN 6-230-02):

Section 26, W1/2NW1/4, T25N, R54E, MDB&M.

Section 27, E1/2NE1/4, T25N, R54E, MDB&M.

PARCEL 3 (APN 6-350-03):

Section 9, S1/2NE1/4; N1/2SE1/4, T24N, R54E, MDB&M.

B. In the event FIRST PARTY should desire to sell or transfer the said property, or any portion of the said property, to any third party, the SECOND PARTY desires the first right to acquire the said property on the same terms and conditions that the FIRST PARTY is willing to sell or transfer the said property to such third party, hereafter referred to as the "right of first refusal".

RIGHT OF FIRST REFUSAL TO SECOND PARTY

The FIRST PARTY does hereby grant to SECOND PARTY the right of first refusal to purchase the above-described property of FIRST PARTY, or any portion of said property that is offered for sale or transfer, on the same terms that FIRST PARTY is willing to sell or transfer the property to any third party on the following terms and conditions:

A. FIRST PARTY shall first give SECOND PARTY written notice of FIRST PARTY's offer to a third party or the bona fide offer received from a third party acceptable to FIRST PARTY, which written notice shall be by certified or registered mail, postage prepaid, addressed to SECOND PARTY, or personal service delivery, together with a copy of the terms and conditions of the proposed contract, offer or agreement upon which FIRST PARTY is willing to sell or transfer the above-described property or any portion thereof. SECOND PARTY may also sign and date a written receipt or acceptance of such notice and copy in lieu of any form of notice mentioned above.

B. SECOND PARTY shall have thirty (30) days from the postmark, personal service delivery or receipt date of any such notice described in Paragraph A above, within which to accept and exercise such right of first refusal to so purchase or acquire the said property, provided such acceptance and exercise is in writing by any manner or form of notice described in Paragraph A above. In the event that FIRST PARTY has offered to sell or has accepted an offer to sell less than all of the above-described property to a third party, SECOND PARTY must purchase all of the property offered for sale on the same terms and conditions upon which FIRST PARTY is willing to sell or transfer the property. Failure to timely and properly accept and exercise this right shall be deemed a refusal to exercise such right, whereupon such right of first refusal is deemed automatically expired and terminated.

C. Upon timely exercise of the right to purchase and acquire FIRST PARTY's property, the FIRST PARTY and SECOND PARTY shall diligently proceed to close the sale or transfer utilizing a licensed title company in Nevada. However, in any case, despite any terms to the contrary, SECOND PARTY shall have no less than sixty (60) days to close the sale from the date of notice given pursuant to Paragraph A above.

D. This right of first refusal is personal only to CEDAR RANCHES, LLC. SECOND PARTY shall have no right to assign or transfer this right of first refusal to any person, persons, entities, trust, estates, personal representatives, heirs or beneficiaries of SECOND PARTY or either of them, and any such assignment or transfer shall be deemed void and this right of first refusal shall be deemed automatically terminated and cancelled without further claim, right, force or effect.

E. Duration of right: This right of first refusal shall automatically terminate and expire upon the happening of any of the following events:

- 1) The failure of SECOND PARTY, after notice duly served, to timely exercise the right of first refusal; or
- 2) The failure of SECOND PARTY, after proper and timely written acceptance to exercise the right of first refusal, to timely close the sale on the same terms and conditions offered, or within sixty (60) days from the date of FIRST PARTY's notice, whichever is later; or
- 3) The assignment or transfer of this right of first refusal by SECOND PARTY as described in Paragraph D above; or
- 4) The recordation of a document executed by SECOND PARTY releasing or waiving this right of first refusal; or
- 5) The recordation of any document, made under oath, by FIRST PARTY that

any of these said events of expiration or termination of the right of first refusal described herein has or have occurred and attaching thereto any written evidence that the right of first refusal has so expired or terminated.

3. RECORDING NOTICE OF RIGHT OF FIRST REFUSAL: This document shall be recorded as notice of this right of first refusal to SECOND PARTY.

IN WITNESS WHEREOF the undersigned parties have executed the foregoing instrument as of the 30 day of April, 2008.

FIRST PARTY:

T. MILTON THOMPSON

SECOND PARTY:

CEDAR RANCHES, LLC

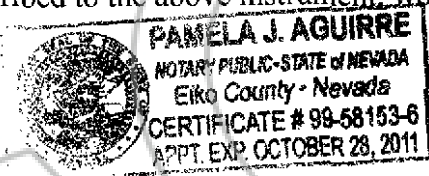
T. Milton Thompson
T. MILTON THOMPSON

ALAN K. CHAMBERLAIN, Manager

STATE OF NEVADA)

COUNTY OF Elko)

On April 30, 2008, personally appeared before me, a Notary Public, T. MILTON THOMPSON, known to me (or proved) to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument.

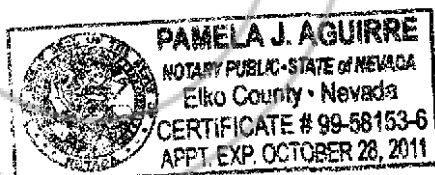


[Signature]
NOTARY PUBLIC

STATE OF NEVADA)

COUNTY OF Elko)

On April 30, 2008, personally appeared before me, a Notary Public, ALAN K. CHAMBERLAIN, Manager of CEDAR RANCHES, LLC, known to me (or proved) to be the person whose name is subscribed to the above instrument, who acknowledged that he executed the instrument.



[Signature]
NOTARY PUBLIC