

WARRANTY DEED

The Nelson Goose Creek, LLC, a Wyoming limited liability company (herein referred to as "Grantor", for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys and warrants to **Steven Nelson and Amanda Nelson, husband and wife, as tenants by the entirety**, (herein referred to as "Grantees", whose address is 902 Big Goose rd Sheridan WY 82801, the following-described real property which is situate in Sheridan County, Wyoming, to-wit:

SEE EXHIBIT A

TOGETHER WITH all improvements located thereon or appertaining thereto.

SUBJECT TO all reservations, restrictions, easements and other defects in title that are of record, including the lien of a Special Improvement District.

SUBJECT FURTHER to shortages in acreages, boundary problems and other matters which an accurate survey of the property would disclose.

Grantor hereby releases and waives all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

FIRST RIGHT OF REFUSAL. Grantor reserves a first right of refusal to purchase the real property from Grantees per the terms and conditions set forth in **Exhibit B** which is incorporated herein as if fully set forth.

Dated this 31 day of Aug, 2021.

The Nelson Goose Creek LLC, a Wyoming
limited liability company

By: [Signature]
Manager

STATE OF WYOMING,)
)
) : ss.
County of Sheridan)

The above and foregoing Warranty Deed was subscribed, sworn to and acknowledged before me this 31st day of July, 2021, by Dennis Nelson in his/her capacity as Manager of The Nelson Goose Creek, LLC, a Wyoming limited liability company, Grantor.

WITNESS my hand and official seal.

My Commission expires: 5-73-22

[Signature]
Notary Public

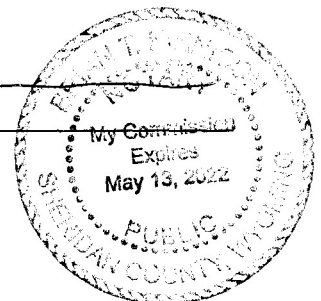


EXHIBIT A

A tract of land situated in the SE¼SE¼ of Section 8. Township 55 North, Range 85 West, 6th P.M., Sheridan County, Wyoming, said tract being more particularly described as follows:

Commencing at the southeast corner of said Section 8; thence N08°17'34"W, 1011.35 feet to the POINT OF BEGINNING of said tract, said point being the northwest corner of the east 150 feet of the South 1000 feet of said SE¼SE¼ as described in Book 454 of Deeds, Page 32; thence S00°14'12"W, 27.59 feet along the west line of said east 150 feet of the south 1000 feet to a point; said point lying on the centerline of Big Goose Creek; thence S89°51'25"W, 30.42 feet along said centerline to a point; thence S54°00'25"W, 126.82 feet along said centerline to a point; thence S65°41'00"W, 37.99 feet along said centerline to a point; thence S50°31'00"W, 53.71 feet along said centerline to a point; thence S36°33'38"W, 124.16 feet along said centerline to a point; thence S11°24'43"W, 49.42 feet along said centerline to a point; thence S18°27'51"E, 41.40 feet along said centerline to a point; thence S36°12'53"E, 39.93 feet along said centerline to a point; thence S22°50'59"W, 56.32 feet along said centerline to a point; thence S47°52'17"W, 57.64 feet along said centerline to a point; thence S77°11'24"W, 64.74 feet along said centerline to a point; thence S72°32'25"W, 154.51 feet along said centerline to a point; thence S54°00'48"W, 75.82 feet along said centerline to a point; thence, leaving said centerline, N02°13'54"E, 159.08 feet to a point, said point lying on the centerline of an access easement described in Book 356 of Deeds, Page 577, thence S45°17'14"W, 72.61 feet along said centerline to a point; thence N56°59'32"W, 138.23 feet along said centerline to a point; thence N73°04'27"W, 119.25 feet along said centerline to a point; thence, leaving said access easement, N02°12'03"W, 271.40 feet to a point; thence N86°08'05"E, 127.32 feet to a point; thence N76°05'01"E, 153.00 feet to a point; thence N53°13'19"E, 102.26 feet to a point; thence S89°42'07"E, 521.65 feet to a point; thence S00°14'12"W, 127.67 feet to the Point of Beginning of said Tract.

RIGHT OF FIRST REFUSAL TO PURCHASE REAL PROPERTY

This Right of First Refusal to Purchase Real Property, ("First Right of Refusal") is granted by **Steven Nelson and Amanda Nelson** (hereinafter "Owners"), whose address is 902 Big Goose Road, Sheridan, Wyoming 82801, to **The Nelson Goose Creek, LLC**, a Wyoming limited liability company (hereinafter "Nelson LLC"), whose address is 908 Big Goose Road, Sheridan, Wyoming 82801, per the terms and conditions described herein on the date of signatures below.

WHEREAS, Owners purchased certain real property, more particularly described in **Exhibit A** (the "Property"), incorporated herein, from Nelson LLC; and

WHEREAS, as consideration and per the terms of the Agreement for Warranty Deed by and between the parties dated July 7, 2021, Owners agreed to grant Nelson LLC the first right of refusal to purchase the real property.

NOW THEREFORE, for good and valuable consideration received, Owners grant to Nelson LLC the first right to purchase the real property per the following terms and conditions.

1. Property: Should all or any part of the Property be listed for sale by Owners, or should Owners receive a legitimate offer to purchase all or any part of the Property which Owners intend to accept, Nelson LLC shall have the first right to purchase the property.
 - a. Listing of Property: Upon Owners deciding to list the Property for sale, Owners shall provide Nelson LLC with notice thereof. The notice shall include the proposed terms of sale. Nelson LLC shall have five (5) days from the date of mailing of such notice to elect to purchase the Property per the proposed terms. Closing shall occur within forty-five (45) days of Nelson LLC electing to purchase the Property. Should Nelson LLC not exercise its right to purchase or fail to meet the deadlines described herein, Nelson LLC shall maintain a right to purchase per paragraph (b) below.
 - b. Offer to Purchase: Should Owners receive an offer to purchase the Property that they intend to accept, they shall provide notice to Nelson LLC as prescribed herein. Nelson LLC shall have five (5) days from the date of mailing of such notice to elect to purchase the Property at the proposed price and according to the proposed terms. Closing shall occur within forty-five (45) days of Nelson LLC electing to purchase the Property. Should Nelson LLC fail to exercise its right to purchase or fail to meet the deadlines to exercise its right of purchase, said right shall terminate. Should the Owners be unable to complete the sale with the prospective buyer(s) and a new offer from a new buyer is received, Nelson LLC shall be provided notice thereof and shall have the first right to purchase the Property.
2. Transfer of Rights: This First Right of Refusal shall not prevent Owners from transferring the Property to any trust, company or other tool formed or used for the purpose of estate planning. Provided, however, that any such transfer shall not invalidate the terms described

herein or rights granted to Nelson LLC. This First Right of Refusal shall be binding upon Owners' heirs, beneficiaries, trustees and estate unless the terms described herein have been satisfied and Nelson LLC's rights have been exercised or terminated.

- a. The First Right of Refusal granted to Nelson LLC as described herein shall not be assignable or transferable to heirs or beneficiaries without the express written permission of Owners.
 - b. Nelson LLC shall not use this First Right of Refusal as collateral or security for any loan or indebtedness.
3. Termination: This First Right of Refusal may be terminated at any time upon Nelson LLC recording a notice terminating its rights in the office of the Sheridan County Clerk and Recorder. This First Right of Refusal shall terminate automatically, without any additional action by either party, upon the occurrence of any of the following conditions:
 - a. The sale of the Property after all proper notices and rights of Nelson LLC described herein have either been exercised or have expired.
 - b. Nelson LLC shareholders elect to dissolve the company or the company is dissolved by order of a Court.
4. Notice: All Notices shall be in writing and sent via regular USPS first class mail, postage prepaid, to the business address of Nelson LLC on file with the Wyoming Secretary of State.
5. Entire Agreement: This First Right of Refusal and any associated documents represent the entire agreement between the parties hereto with respect to the subject matter hereof and all prior agreements, understandings or negotiations shall be deemed merged herein.
6. Waiver: The failure of any party to exercise any right or power given hereunder, or to insist upon strict compliance by the other party with its obligations set forth herein shall not constitute a waiver of either party's right to demand strict compliance with the terms and conditions of this First Right of Refusal.
7. Governing Law: This First Right of Refusal shall be interpreted and enforced according to the laws of the State of Wyoming.
8. Date of Effect: This First Right of Refusal shall be deemed effective upon the recording of this document in the office of the Sheridan County Clerk and Recorder.

9. Modification: This First Right of Refusal shall not be modified orally. Any modification, except for terminations as described herein, must be in writing, signed by both parties and filed in the office of the Sheridan County Clerk and Recorder.

Dated this 31 day of August, 2021.

Steven Nelson
Steven Nelson, Owner

Amanda Nelson
Amanda Nelson, Owner

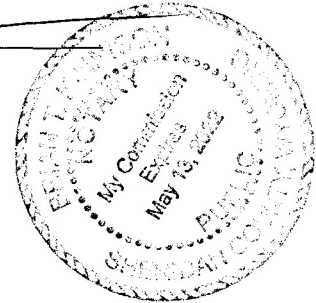
STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing First Right of Refusal was subscribed, sworn to and acknowledged before me by Steven Nelson this 31st day of August 2021.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires: 5-13-22



STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing First Right of Refusal was subscribed, sworn to and acknowledged before me by Amanda Nelson this 31st day of August 2021.

WITNESS my hand and official seal.

[Signature]
Notary Public

My Commission expires: 5-13-22

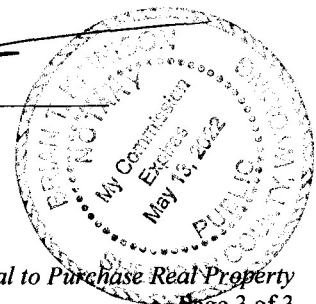


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NO. 2021-772088 WARRANTY DEED

EDA SCHUNK THOMPSON, SHERIDAN COUNTY CLERK
WILCOX AGENCY
SHERIDAN WY 82801