

Also subject to all reservations, restrictions, easements, rights-of-way and covenants of record.

WITNESS our hands this 6th day of June, 1994.

Vernon L. Kluck
VERNON L. KLUCK

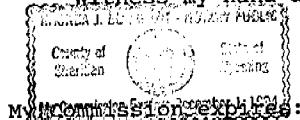
Garen T. Emrick
GAREN T. EMRICK

BY: Florence J. Kluck
FLORENCE J. KLUCK as
his Attorney-in-Fact

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me this 6th day of June, 1994, by FLORENCE J. KLUCK, who acknowledged herself to be attorney-in-fact for GAREN T. EMRICK and acknowledged that she executed the same as the act of her principal for the purposes therein contained.

Witness my hand and official seal.



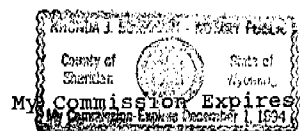
Rhonda J. Burkhardt
Notary Public

My Commission Expires: 12.1.1994

STATE OF WYOMING)
: SS
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledged before me the 6th day of June, 1994, by VERNON L. KLUCK.

WITNESS MY HAND AND OFFICIAL SEAL.



Rhonda J. Burkhardt
NOTARY PUBLIC

My Commission Expires: 12.1.1994

E & K Partnership, a Wyoming general partnership consisting of Vernon L. Kluck and Garen T. Emrick, grantor, of Sheridan County, State of Wyoming, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, CONVEYS AND WARRANTS TO BURNS INDUSTRIES, INC., a Wyoming Corporation, grantee, whose address is P.O. Box 6027, Sheridan, Wyo. 83381, the following described real estate situate in Sheridan County and State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State, to-wit:

Lot 1 and the North 11 feet of Lot 2 of Block 8 of the Original Town, now City, of Sheridan, in Sheridan County, State of Wyoming.

Together with all improvements situate thereon and all appurtenances thereunto appertaining or belonging.

Neither Grantee nor its heirs or assigns shall or will use, or permit others to use, any portion of said premises for the retail sale or dispensing of prescription drugs.

The provisions of the above-described restriction shall run with and bind the land and shall inure to the benefit of and be enforceable by the grantor, its legal representatives, successors and assigns.

If any owner or person in possession of said premises shall violate or attempt to violate the restriction herein, grantor, its legal representatives, successors and assigns shall have the right to prosecute proceedings at law or in equity against the person or persons violating or attempting to violate any such restriction, either to prevent him, her, or them from so doing or to recover damages for such violation.

The failure by grantor to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring said premises whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to said premises shall thereby agree and covenant to abide by the foregoing restrictions. However, this restriction shall be binding only for a period of five years from the date hereof.

589