

Appendix A
SPECIAL WARRANTY DEED

GLENN H. SHEELEY and MARY C. SHEELEY, husband and wife, (herein referred to as "Grantors"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby convey unto FRANCISCO PEÑA MARTINEZ, a single man, (herein referred to as "Grantee"), whose address is P. O. Box 82, Parkman, WY 82838, the following-described real estate which is situate in Sheridan County, Wyoming, to-wit:

A tract of land located in the SW¹/₄SE¹/₄ of Section 6, Township 57 North, Range 86 West of the Sixth Principal Meridian, Sheridan County, Wyoming, described as follows:

Beginning at the South quarter corner of said Section 6; thence N.0°08'W., 490 feet, more or less, to the South right of way line of the Burlington-Northern Railroad, thence Easterly along said railroad right of way 310 feet, more or less to the West right of way of the State Secondary Highway No. S-1709; thence Southwesterly along a curve to the left, along said right of way line to the South line of said Section 6; thence N.87°58'30"W., 289 feet, more or less, to the point of beginning, said tract containg 4.2 acres more or less, together with all improvements situate thereon and all appurtenances thereunto belonging.

TOGETHER WITH all improvements located thereon or appurtenant thereto.

SUBJECT, HOWEVER, to all easements, encumbrances, licenses, restrictions, reservations, regulations, covenants, conditions, defects and encroachments of record.

FURTHER SUBJECT TO discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown in the public records.

FURTHER SUBJECT TO THE FOLLOWING RESTRICTIVE COVENANT which shall run in favor of, and be for the benefit of all lands adjacent to or within one-half mile of said lands which are owned by the Sheeley Ranch, a Wyoming corporation or its successors in interest.

Grantee, for himself, his successors and assigns, agrees as follows:

Said land shall not be used and maintained as a dumping ground for rubbish and debris, nor shall said land be used as a storage area for non-operating motor vehicles, miscellaneous parts and supplies, or other unsightly or unseemly materials. Trash, garbage, and other waste shall not be kept except in sanitary containers. Rocks, dirt piles and construction debris shall be promptly removed from lots after construction of any buildings.

All equipment, garbage cans, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to be concealed from the view of neighboring property and roads.

Said property shall not be overgrazed, and all livestock shall be properly fenced in and adequate shelter shall be provided for any such animals.

This Restrictive Covenant shall run with the land and shall be binding upon the Grantee, his successors and assigns.

RESERVING UNTO GRANTORS, THEIR SUCCESSORS AND ASSIGNS, THE FOLLOWING FIRST RIGHT OF REFUSAL, to-wit:

Except as set forth below, if Grantee, his successors or assigns, determine to voluntarily transfer the above described property, or any interest therein, to any third party, he or they shall first offer to sell the property to Grantors, their successors or

assigns, on the same terms and conditions which Grantee, his successors or assigns wish to transfer the property to the third party. Such offer shall be made by written notice, which shall contain Grantee's mailing address and a copy of the terms and conditions under which Grantee proposes to transfer the property to the third party. Grantors shall have thirty (30) days to decide if they wish to exercise this right. They may exercise this right by notifying Grantee, his successors or assigns of their intention to exercise such right within such thirty (30) day period. Such notice shall be in writing and shall be given to Grantee on the day that it is delivered into the United States Mail, postage prepaid, addressed to Grantee at the address contained in the offer. The transaction shall be closed at a time and place to be agreed upon by Grantors and Grantee or their successors in interest. If they fail to agree on a time or place, the transaction shall be closed on the twenty-fifth (25th) regular business day after notice of intent to exercise is given to Grantee, his successors or assigns. If Grantors, their successors or assigns fail to exercise this right within the time allowed, Grantee may complete the sale to the third party on the terms and conditions set forth in the offer to Grantors, but no other terms. If Grantee completes the sale to the third party, this First Right of Refusal shall then terminate. But if the sale is not completed with the third party, or completed on terms or conditions other than those offered to the Grantors, their successors or assigns, this First Right of Refusal shall remain in full force and effect. In the event that Grantee conveys the property in violation of this First Right of Refusal, such conveyance shall be void and of no further force and effect.

*W.H.S.
9/29/05
MCS
9/23/05*

This First Right of Refusal shall not prevent Grantee from conveying an undivided one-half (1/2) interest to Rebecca ~~A.~~ Smith, but in the event of such conveyance, this First Right of Refusal shall be binding upon her, her heirs, devisees, successors and assigns in all respects as if she had been an original grantee subject to this First Right of Refusal.

*W.H.S.
9/29/05
MCS
9/23/05*

This First Right of Refusal shall not become effective in the event that on the death of the Grantee or Rebecca ~~A.~~ Smith their interest shall pass to each other or their heirs, devisees or descendants. But in such event, this First Right of Refusal shall be binding upon the heirs, devisees or descendants who have received the property as a result of such death.

In the event of an involuntary transfer of Grantee's interest in the property, such as by an execution on a judgment, divorce decree, mortgage foreclosure or other legal or equitable process, the Grantors, their successors and assigns shall have an option to purchase the property from the person or entity which acquires the property for the lesser of the fair market value of the property at the time of the conveyance or the amount which the transferee paid or was satisfied by such transfer. Grantors shall have thirty (30) days from the date they are first advised of such involuntary transfer in writing to exercise this option. They shall exercise the option by tendering payment to the transferee within the option time. The Transferee shall be obligated to convey the property to Grantors, their successors or assigns immediately upon receiving the tender of such payment. Grantors' tender of payment may be conditional upon receipt of marketable title. Grantors, their successor and assigns shall be entitled to specific performance of this obligation.

This First Right of Refusal shall not prohibit Grantee from mortgaging the property, and a mortgage shall not be considered as a transfer of an interest in the property. But a foreclosure sale of the property shall cause this First Right of Refusal to become effective.

Grantors may assign this First Right of Refusal to such persons or entities as they may desire. In the event that Grantors must bring an action to enforce this First Right of Refusal, they shall be entitled to recover their attorney's fees and costs from Grantee and the person or entity which acquired the property in violation of this right, whichever they shall choose.

This First Right of Refusal shall be binding upon and inure to the benefit of the Grantees, their successors and assigns and shall run with the land.

Grantors do for themselves, their heirs, successors and assigns, covenant with the Grantee that Grantors have not done or suffered any act or executed any document whereby title to the above described property, or any part thereof, now has been or at any time hereafter shall be charged, incumbered or imperiled in any manner whatsoever; and Grantors shall warrant and defend the title to the above described property against all

persons lawfully claiming the same from, through or under the Grantors.

Grantors hereby release and waive all rights under and by virtue of the homestead exemption laws of the State of Wyoming.

Dated this 23rd day of September, 2005.

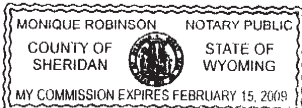
Glenn H. Sheeley
Glenn H. Sheeley

Mary C. Sheeley
Mary C. Sheeley

STATE OF WYOMING)
 : ss.
County of Sheridan)

The above and foregoing Special Warranty Deed was subscribed, sworn to and acknowledged before me this 23rd day of September, 2005 by Glenn H. Sheeley and Mary C. Sheeley.

WITNESS my hand and official seal.



Monique Robinson
Notary Public

My Commission expires: 2/15/2009