

BK5233P60765

6. The rights and obligations set forth herein shall be binding upon and inure to the benefit of GRANTORS and GRANTEE and their respective successors, and assigns and shall not be altered, waived, amended or terminated except by a written instrument signed by all parties.
7. Notwithstanding the grant of first offer and right of refusal obtained herein, GRANTORS shall have the right to give or devise the Property, or a portion thereof, to a child or children of the GRANTORS or to Cary Young, the current ranch manager of the GRANTORS. Such gift or devise shall not terminate the right of first offer and right of first refusal contained herein, and the recipients of such gift or devise shall take the Property, or the applicable portion thereof, subject to GRANTEE'S right of first offer or right of first refusal.
8. Unless exercised, the right of first offer and right of first refusal granted herein with respect to the Property shall terminate upon the expiration of ninety (90) years from the date of creation.
9. In the event of any action to enforce or interpret this grant of right of first offer and right of first refusal, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs.
10. Wherever notice is required or allowed under the terms hereof, delivery by registered mail, postage prepaid, return receipt requested or courier delivery by a recognized courier delivery service shall constitute good and sufficient notice. Courier delivery shall be effective upon receipt by the recipient as evidenced by the receipt of the courier and notice by registered mail shall be effective on the third day following deposit by the party giving notice with the United States Postal Service, postage prepaid as aforesaid. Notice shall be given to GRANTORS and GRANTEE at the following addresses or such other address as a party shall have notified the other party of in writing:

Angela Persigehl
8555 Mountain Sweep Way
Reno, NV 89511

Julius Ballardini
P.O. Box 1648
Carson City, NV 89702

Evans Creek Limited Partnership
2665 Long Lake Road, Suite 120
Roseville, MN 55113