

of first refusal to purchase The Property described in Exhibit A attached hereto. If Boyd C. Lister & Sybil L. Lister shall receive any offer to purchase The Property (or any portion thereof) described on Exhibit A attached hereto, which said Boyd C. Lister & Sybil L. Lister are willing to accept, Boyd C. Lister & Sybil L. Lister shall immediately notify and offer to Sloan Construction Co., Inc., the right to purchase The Property (or any portion thereof) described in Exhibit A for the same price and upon the same terms as any such offer Boyd C. Lister & Sybil L. Lister may receive. For a period of 14 days after receipt of said written offer, Sloan may elect to meet the terms of said offer and shall in writing notify Boyd C. Lister & Sybil L. Lister of its desire to accept said offer. If Sloan does not elect to accept said offer, Boyd C. Lister & Sybil L. Lister may accept said original offer only on the same terms communicated to Sloan; if the offer or subsequent offer is not accepted, this right of First Refusal shall continue as to any offers made to Boyd C. Lister & Sybil L. Lister until said property is sold. Boyd C. Lister & Sybil L. Lister, however, reserve the right to give the property described on Exhibit A in consideration of love and affection to members of their immediate family (hereby defined to include only parents, sons, daughters, grandchildren, brothers, sisters and children thereof), such gift to be subject to the same First Refusal right which shall run with the land.

WITNESS The hand and seal of Boyd C. Lister & Sybil L. Lister this 9th day of April, 1976.

Signed, sealed and delivered in the presence of:

[Handwritten signatures of witnesses]

Boyd C. Lister (SEAL)
Boyd C. Lister

Sybil L. Lister (SEAL)
Sybil L. Lister

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