

WHEN RECORDED, RETURN TO:

Keven Rowe, Esq.
170 South Main, Suite 1500
Salt Lake City, Utah 84101

E 095954 B 205 P 0847
Date 13-MAY-2004 4:10pm
Fee: 18.00 Check
BRENDA NELSON, Recorder
Filed By NPS
For BONNEVILLE TITLE CO
MORGAN COUNTY

RIGHT OF FIRST REFUSAL

THIS RIGHT OF FIRST REFUSAL is executed as of the 30th day of April, 2004, by JOSEPH ROUSSEAU and SIMONE ROUSSEAU, husband and wife as joint tenants ("Grantor"), in favor of BROWNING ARMS COMPANY, a Utah corporation ("Grantee"); collectively, the "Parties"; or individually, a "Party".

RECITALS

WHEREAS, pursuant to that certain Purchase and Sale Agreement of even date herewith by and between Grantor and Grantee (the "Purchase Agreement"), Grantor has agreed to Purchase that certain property located in Morgan County, Utah, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Rousseau Property"); and

WHEREAS, as partial consideration for Grantee entering into the Purchase Agreement, Grantor is willing to grant to Grantee a first right of refusal with respect the Rousseau Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee the following rights:

1. Right of First Refusal. A right of first refusal to purchase the Rousseau Property in the event that Grantor at any time during the term of this Right of First Refusal determines to sell the Rousseau Property and receives an offer to purchase or transfer all, or any portion of, the Rousseau Property (the "Affected Property"). The Right of First Refusal shall not be applicable to sales or other transfers of all or any portion of the Rousseau Property resulting from a foreclosure action or private sale conducted by a lienholder of Grantor, but shall survive any such sale or other transfer.

Grantor hereby agrees to provide Grantee a copy of such offer and thirty (30) days to determine whether or not to match such offer. If Grantee determines to match such offer, Grantee shall give written notice to Grantor and shall acquire the Affected Property upon the terms and conditions set forth in such offer, or in accordance with such other terms as are acceptable to Grantor and Grantee. The closing of the acquisition of the Affected Property shall occur within such time periods as specified in the offer or agreed upon by Grantor and Grantee.

Failure of Grantee to so elect to purchase the Affected Property by giving such notice to Grantor shall be deemed to be an election by Grantee not to purchase the Affected Property and the right of first refusal under this Agreement, as it relates to the Affected Property, shall terminate. If Grantee elects or is deemed to have elected not to exercise the Right of First Refusal, Landlord may sell the Affected Property (but only the Affected Property) to the proposed purchaser in accordance with all of the terms and conditions set forth in the third party offer. If, however, such sale to the proposed purchaser is not so consummated, the Right of First Refusal as it relates to the Affected Property shall once again become effective. If such sale involves less than all of the Rousseau Property, the Right of First Refusal shall continue to fully apply to the remainder of the Rousseau Property not previously sold, and the Grantor shall comply with the terms, conditions and procedures set forth in this Section with respect to any subsequent proposed sale. Concurrently with the consummation of any such sale to a proposed purchaser, Grantee, at Grantor's request, shall execute and deliver to Grantor an instrument in recordable form, and otherwise in form and substance mutually and reasonably satisfactory to Grantee and Grantor, releasing the Right of First Refusal with respect to the Affected Property concerned.

2. Duration of First Right of Refusal. The rights granted to Grantee pursuant to paragraph 1 above shall run with the land and shall inure to the benefit of Grantee's successors and assigns with respect to the Browning Property.
3. Grantor Representations and Warranties. Grantor represents and warrants that Grantor is the owner of the Rousseau Property, that Grantor has the right to execute and deliver this Right of First Refusal, that Grantor has not granted any right of first refusal, purchase option or similar right to any other person or entity, and that the execution of this Right of First Refusal has been duly authorized by Grantor.
4. Excluded Party. In the event Grantee has not exercised its rights to acquire the Rousseau Property as specified in paragraph 1 above prior to the Expiration Date, and Grantor lists the Rousseau Property with a real estate broker, Grantee shall be listed as an excluded party in the listing agreement and shall retain the right to negotiate directly with Grantor for the purchase of the Rousseau Property without any obligation to deal with a real estate broker or pay a real estate broker a commission.
5. Notices. All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Right of First Refusal shall be in writing and shall be deemed to have been properly given if in writing, personally delivered, or forwarded by postage prepaid, certified or registered mail, return receipt requested, or by another commercially recognized means of delivery (e.g., Federal Express), addressed as follows:

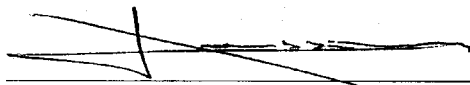
To Grantor: Joseph Rousseau
 6466 North Highland
 Morgan, Utah 84050

To Grantee: Browning Arms Company
 One Browning Place
 Morgan, Utah 84050
 Attn: Kraig Walker

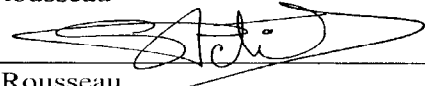
Grantor and Grantee may from time to time specify for purposes of this Right of First Refusal any other address upon fifteen (15) days' written notice thereof to the other Party.

6. Governing Law. This Right of First Refusal shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Grantor has delivered this Right of First Refusal as of the date first set forth above.



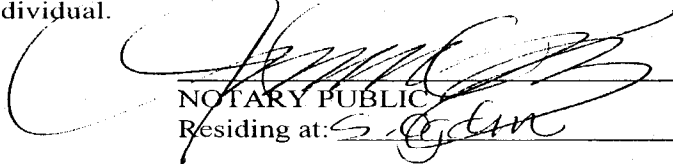
Joseph Rousseau



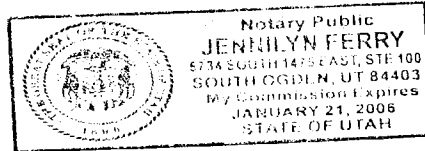
Simone Rousseau

STATE OF Utah)
 : ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 30 day of April, 2004, by Joseph Rousseau, an individual.

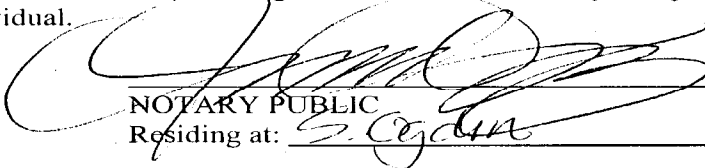

NOTARY PUBLIC
Residing at: S. Ogden

My Commission Expires: 01-21-06



STATE OF Utah)
 : ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me this 30 day of April, 2004, by Simone Rousseau, an individual.


NOTARY PUBLIC
Residing at: S. Ogden

My Commission Expires: 01-21-06

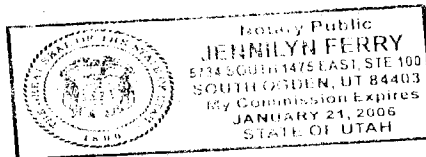


EXHIBIT "A"

A part of the East half of the Northeast Quarter of Section 25, Township 5 North, Range 1 East, Salt Lake Base and Meridian, described as follows: Beginning at the Northwest Corner of the Southeast Quarter of the Northeast Quarter of said Section 25; running thence South 36 rods; thence East 33 rods; thence North 49 rods; thence West 33 rods; thence South 13 rods to beginning. Subject to existing rights of way. (03-005-038-01 and Part of 03-005-038)