

PARTY WALL AGREEMENT

THIS AGREEMENT is made on the 12 day of JAN, 1998, between
PAMELA A. THOMPSON, of 133 West Whitney, Sheridan, Wyoming 82801, and
CHAMPION ACQUISITIONS, INC., by Robert E. Eastgate, 2302 East Divide Avenue,
Bismark, North Dakota 58501 (sometimes referred to in this Agreement individually as a "party"
or collectively as the "parties").

RECITALS

1. **PAMELA A. THOMPSON** is the owner of adjoining parcels of land described in Exhibits "A" and "B," attached and incorporated to this Agreement herein by this reference, (referred to below as parcels "A" and "B" respectively).
2. **PAMELA A. THOMPSON** intends to convey parcel "B" to **CHAMPION ACQUISITIONS, INC.**, by Robert E. Eastgate.
3. There is now a single building located on parcel "A" and parcel "B" which is, or will be, subdivided by said conveyance into two separate rooms, one being situated on parcel "A" and one being situated on parcel "B."
4. The easterly boundary of parcel "A" and the westerly boundary of parcel "B" pass or will pass directly through the center of a common wall in that building, the common wall being of sheet rock, approximately 4 inches thick and approximately 27.6 feet in length (referred to below as the "wall").
5. The parties desire that the wall shall be and remain a party wall.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties covenant and agree as follows:

1. The wall from now on constitutes and remains a party wall, and the parties shall, from the date of conveyance from **PAMELA A. THOMPSON** to **CHAMPION ACQUISITIONS, INC.**, by Robert E. Eastgate, of parcel "B," have the right to use the wall as a party wall jointly with each other.
2. Each party shall have the right to use the wall for the insertion or attachment of beams and other structural or finishing materials or in any other lawful manner as a party wall for the benefit and support of any building now or subsequently constructed on his or her premises,

except as provided in Section 7 below; **provided, however**, that the use shall not in any way injure or impair any adjoining building or the premises of the other party and shall not impair the party wall benefits and support to which the adjoining building is entitled, unless the other party consents in writing to that use.

3. The wall shall be maintained and kept in good repair at all times by both parties, and at a cost to be shared equally by both parties; **subject, however**, to the provisions set forth in Sections 6, 7, and 10 below.

4. Each party shall have the right to add to or extend the wall in any direction, either horizontally or vertically; **provided, however**, (a) that any added thickness or height shall not be placed upon the lot of the other party without his or her prior written consent, and (b) that any addition or extension shall not injure the adjoining building and shall not impair the party wall benefits and support to which the adjoining building is entitled. All additions or extensions shall be constructed in conformity with all laws, ordinances and regulations of the City of Sheridan and State of Wyoming then in effect, and any injury or damage to the adjoining premises caused by, resulting from, or in any manner arising out of an addition or extension of the wall shall be remedied at the sole expense of the party making the addition or extension, including, but not limited to, any necessary legal fees incurred by the owner of the injured or damaged adjoining premises.

5. If the wall shall be added to or extended as provided in paragraph 4 above, each party shall have the right to use the wall as so modified for any proper purposes for which the addition or extension may be made, to the full extent of the width, length and height of the wall as modified or extended, and in the same manner as the party is entitled under this Agreement to use the wall as it exists on the date of the execution of this Party Wall Agreement.

6. Should the wall be injured or destroyed by any act or omission of either party, whether intentional or unintentional, the wall shall be repaired or rebuilt at that party's expense, including, but not limited to, any necessary legal fees incurred by the owner of the injured or damaged adjoining property. Any repairing or rebuilding of the wall shall be on the same location and of the same size as the original wall or portion of the wall; any repairing or rebuilding of the wall shall be of the same material or similar material of the same quality as that

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used in the original wall or portion of the wall, unless otherwise agreed to in writing by the other party.

7. Should the wall at any time while in use by both parties, as described in this Agreement, be injured or destroyed by any cause other than the act or omission of one party, the wall shall be repaired or rebuilt at a cost to be shared equally by both parties. The rights of the parties with respect to a new wall shall be the same as their rights as set forth in this Party Wall Agreement with respect to the original wall.

8. Any party who engages in construction or repair work as described in this Agreement shall have the right to enter on the property of the other to the extent that it may be reasonably necessary in connection with that work, and he or she shall take and observe due precautions and care to protect the property of the other party, as well as notify the other party of any necessity to enter on the property of the other for required construction or repair.

9. Neither party to this Agreement shall make or provide openings in the wall of any nature whatever without the written consent of the other party.


10. This Party Wall Agreement shall be in effect so long as the wall is in existence and not substantially destroyed; *provided, however*, that, if the wall is rebuilt under Section 6 or 7 of this Agreement, then this Party Wall Agreement shall continue in full force and effect.

11. The covenants contained in this Agreement shall be binding upon and enure to the benefits of each of the parties, their heirs, legatees, representatives, transferees, successors and assigns.

12. Nothing contained in this Agreement shall operate to convey to either party the fee to any part of the land owned or to be acquired by the other party, the creation of rights in and to and obligations with respect to the wall being the sole purpose of this Agreement.

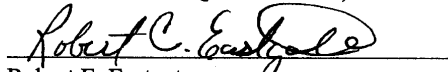
IN WITNESS, the parties have executed this Agreement on the 12 day of

June, 1999


PAMELA A. THOMPSON

CHAMPION ACQUISITIONS, INC.

By:


Robert E. Eastgate
Title: President

STATE OF WYOMING)
 : S.S.
COUNTY OF SHERIDAN)

The foregoing instrument was acknowledge before me by **PAMELA A. THOMPSON**,

this 12 day of January, 1999.

Witness my hand and official seal.



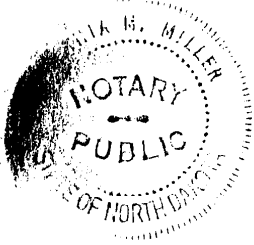
STATE OF NORTH DAKOTA)
 : S.S.
COUNTY OF BURLEIGH)

E. Marie Wright
Notary Public

My commission expires 6-18-2000

The foregoing instrument was acknowledged before me by **Robert E. Eastgate**, in his
capacity as PRESIDENT of **CHAMPION ACQUISITIONS, INC.**, this 9
day of Nov, 1998.

Witness my hand and official seal.



Cynthia M. Miller
Notary Public

My commission expires 2/22/2003.

CYNTHIA M. MILLER
Notary Public, STATE OF NORTH DAKOTA
My Commission Expires: Feb. 22, 2003

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Exhibit A

Lot 2, except the West 15 feet thereof, Block 1, Residence Hill Addition, to the Town, now City of Sheridan, Sheridan County, Wyoming; said tract being more particularly described as follows:

Beginning at the Southeast corner of said Block 1; thence N89°34'51"W, 63.95 feet along the South line of said Block 1 to a point, said point being the Southeast corner of a tract of land described in Book 349 of Deeds, Page 239; thence N00°26'38"E, 166.94 feet along the East line of said tract described in Book 349 of Deeds, Page 239 to a point, said point lying on the North line of said Block 1; thence S88°18'39"E, 63.93 feet along the North line of said Block 1 to a point, said point being the Northeast corner of said Block 1; thence S00°25'49"W, 165.52 feet along the East line of said Block 1 to the point of beginning.

Exhibit B

That portion of a vacated alley lying north of the north right of way line of Whitney Street; east of the east line of Lot 2, Block 1, Residence Hill Addition; west of the west line of Lots 13, 14, 15 and 16, Block 1, Kilbourne's Addition to the City of Sheridan, Sheridan County, Wyoming; said portion being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 2, Block 1, Residence Hill Addition (Monumented with a 1½" Aluminum Cap Per LS 2615); thence N00°25'49"E, 105.06 feet along said east line of Lot 2, Block 1, Residence Hill Addition to a point; thence S87°21'09"E, 12.86 feet to a point, said point lying on said west line of Lot 13, Block 1, Kilbourne's Addition; thence S00°26'47"W, 104.56 feet to a point, said point being the southwest corner of said Lot 16, Block 1, Kilbourne's Addition (Monumented with a 1½" Aluminum Cap Per LS 2615); thence N89°34'51"W, 12.83 feet along said north right of way line of Whitney Street to the **POINT OF BEGINNING**.

Said portion contains 1,34½ square feet of land, more or less.

Basis of Bearings is Wyoming State Plane (East Central Zone).