

EXHIBIT B-1

PARTY WALL AGREEMENT

This Party Wall Agreement made and entered into this 30 day of August, 1973, by and among GORDON P. BAKKEN and MARILYN J. BAKKEN, husband and wife, hereinafter collectively referred to as the "Bakkens"; PAMIDA, INC., a Nebraska corporation, hereinafter referred to as "Pamida"; DONALD H. LARSON, single, hereinafter referred to as "Larson"; and NEBRASKA CITY FEDERAL SAVINGS & LOAN ASSOCIATION, hereinafter referred to as "Mortgagee".

WITNESSETH:

WHEREAS, the Bakkens are the owners in fee simple of the real estate described in Exhibit "A" attached hereto (the "Bakken Land"); and

WHEREAS, Pamida is the tenant of the Bakkens under a Lease dated June 1, 1973; and

WHEREAS, Larson is the owner in fee simple of the real estate described in Exhibit "B" attached hereto (the "Larson Land"); and

WHEREAS, the Mortgagee is the holder of a mortgage on the Bakken Land dated July 19, 1973, and recorded on July 19, 1973, in Book 116 at Page 178 of the Mortgage Records of Otoe County, Nebraska, and also is the holder of a mortgage on the Larson Land dated August 30, 1973, and recorded on August 30, 1973, in Book 104 at Page 651 of the Mortgage Records of Otoe County, Nebraska; and

WHEREAS, there has been erected on the Bakken Land a building whose north wall (the "Party Wall") adjoins the south boundary of the Larson Land; and

WHEREAS, Bakken and Pamida, on the one hand, and Larson, on the other hand, desire to agree upon the use of the Party Wall as the south wall of a building hereafter to be constructed on the Larson Land, and the Mortgagee desires to subordinate its said two mortgages to such agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. The Bakkens and Pamida hereby jointly grant unto Larson the right at Larson's expense to use the Party Wall as and for the south wall of a building hereafter to be constructed on the Larson Land and in connection with such use to insert in and/or attach to the Party Wall all necessary beams, girders, joists and other supporting members and to make all necessary use of the footings and foundations of the Party Wall; and the Bakkens and Pamida hereby jointly agree not to alter, weaken or remove the Party Wall without the prior written consent of Larson. Neither the Bakkens nor Pamida, however, make any representations or warranties to Larson with respect to the suitability of the Party Wall for any use thereof authorized in this paragraph.

2. In consideration of the foregoing grant, Larson agrees promptly to repair any damage to the Party Wall which may result

from said insertions, attachments or use and, so long as said insertions, attachments or use continues, to share equally with the Bakkens the cost of maintaining the Party Wall and keeping it in sound structural condition and repair. Larson further agrees that all such insertions, attachments and use shall be made strictly in accordance with all applicable statutes, ordinances and building codes and regulations. Larson further agrees to hold the Bakkens and Pamida harmless from any loss, cost, damage or expense arising out of or resulting from any such insertion, attachment or use; and Larson hereby waives and releases any claim which he may have against the Bakkens or Pamida in respect of any loss, cost, damage or expense sustained or incurred by Larson and arising out of or resulting from any such insertion, attachment or use.

3. The Bakkens and Pamida, on the one hand, and Larson, on the other hand, agree that the covenants and agreements contained in this Party Wall Agreement shall run with the land and shall be binding upon and inure to the benefit of the respective owners and occupants from time to time of the Bakken Land and the Larson Land. This Party Wall Agreement, however, shall not create any interest on the part of Larson in the fee of the land in or upon which the Party Wall or any of its footings and foundations is located.

4. The Mortgagee, by joining in this Party Wall Agreement, hereby agrees, for itself and its successors and assigns, that the two above-described mortgages held by it shall be and each hereby is made subject and subordinate to this Party Wall Agreement and that this Party Wall Agreement shall not be affected in any way but shall remain in full force and effect in the event that the Mortgagee or its successors or assigns shall succeed to the legal and/or equitable ownership of the Bakken Land and/or the Larson Land, or any portion of either thereof, through a judicial foreclosure, a voluntary conveyance in lieu of a judicial foreclosure, the exercise of a power of sale, a purchase or any other means whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Party Wall Agreement the day and year first above written.

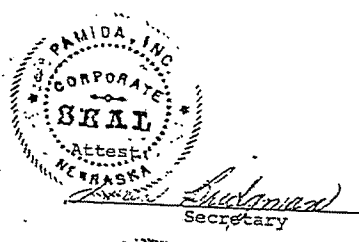
Gordon P. Bakken  
Gordon P. Bakken

Marilyn J. Bakken  
Marilyn J. Bakken

PAMIDA, INC., a Nebraska corporation  
By: Robert B. [Signature]  
Vice-President

Donald H. Larson  
Donald H. Larson

NEBRASKA CITY FEDERAL SAVINGS &  
LOAN ASSOCIATION  
By: [Signature]



STATE OF MINNESOTA )  
COUNTY OF Otter Tail ) SS.

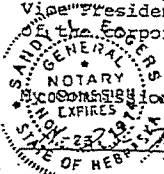


The foregoing instrument was acknowledged before me this day of September, 1973, by Gordon P. Bakken and Marilyn J. Bakken, husband and wife.

My Commission Expires: E. I. GRUNDEL  
Notary Public, OTTER TAIL CO., MINN.  
My Commission Expires Feb. 9, 1974

E. I. Grundel  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF DOUGLAS ) SS.



The foregoing instrument was acknowledged before me this day of August, 1973, by Herbert B. Underwood Vice President of Pamida, Inc., a Nebraska corporation, on behalf of the Corporation.

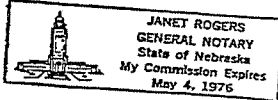
My Commission Expires: Sandy L. Eggers  
Notary Public

Sandy L. Eggers  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF OTOE ) SS.

The foregoing instrument was acknowledged before me this day of August, 1973, by Donald H. Larson, single.

My Commission Expires: Janet Rogers  
Notary Public

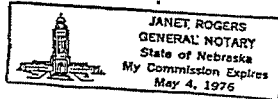


Janet Rogers  
Notary Public

STATE OF NEBRASKA )  
COUNTY OF OTOE ) SS.

The foregoing instrument was acknowledged before me this day of August, 1973, by Garry Ailes Vice President of Nebraska City Federal Savings & Loan Association, a corporation, on behalf of the corporation.

My Commission Expires: Janet Rogers  
Notary Public



Janet Rogers  
Notary Public

EXHIBIT A

That part of the Southeast Quarter of the Northeast Quarter of Section 17, Township 8 North, Range 14, East of the 6th P.M., in Otoe County, Nebraska, being located in the South Side Annexation to the City of Nebraska City and described as follows: Beginning at a point 2,635.8 feet North of the Southeast corner of said Section 17, said point being 8.3 feet North of the East quarter corner of said Section 17; thence North along the section line between Sections 16 and 17 a distance of 449.5 feet; thence N.88°37'W. a distance of 448.0 feet; thence South a distance of 60.0 feet; thence N.88°37'W. a distance of 214.0 feet; thence South a distance of 389.5 feet; thence S.88°37'E. a distance of 662.0 feet to the point of beginning; EXCEPT those portions thereof constituting highway right-of-way and EXCEPT that portion thereof described as follows: Beginning at a point 457.8 feet North and 50.0 feet West of the East quarter corner of Section 17, Township 8 North, Range 14, East of the 6th P.M., in Otoe County, Nebraska; thence N.88°37'W. a distance of 398.0 feet; thence South a distance of 60.0 feet; thence N.88°37'W. a distance of 214.0 feet; thence South a distance of 164.5 feet; thence S.89°56'E. a distance of 75.0 feet to the Northwest corner of the existing Gibson's Discount Center store building; thence S.89°56'E. along the North wall of said Gibson's Discount Center store building a distance of 180.0 feet to the Northeast corner of said Gibson's Discount Center store building; thence S.89°56'E. a distance of 357.0 feet, more or less, to the west right-of-way line of U.S. Highway 75; thence North along said right-of-way line a distance of 210.8 feet, more or less, to the point of beginning.

EXHIBIT B

Beginning at a point 457.8 feet North and 50.0 feet West of the East quarter corner of Section 17, Township 8 North, Range 14, East of the 6th P.M., in Otoe County, Nebraska; thence N.88°37'W. a distance of 398.0 feet; thence South a distance of 60.0 feet; thence N.89°37'W. a distance of 214.0 feet; thence South a distance of 164.5 feet; thence S.89°56'E. a distance of 75.0 feet to the Northwest corner of the existing Gibson's Discount Center store building; thence S.89°56'E. along the North wall of said Gibson's Discount Center store building a distance of 180.0 feet to the Northeast corner of said Gibson's Discount Center store building; thence S.89°56'E. a distance of 357.0 feet, more or less, to the west right-of-way line of U.S. Highway 75; thence North along said right-of-way line a distance of 210.8 feet, more or less, to the point of beginning.

No. 1593

THE STATE OF NEBRASKA } ss.  
OTOE COUNTY }  
Entered in Numerical Index and filed  
for record in the Register of Deeds  
Office, of said County, this 24  
day of FEBRUARY, 19 73  
at 9 o'clock and 17 minutes  
A.M. and recorded in book 37  
of Miscellaneous  
of page 47  
Walter D. 721 as Exr  
Register of Deeds  
by Warren M. Muntzer  
Deputy  
Fee \$15.25

ENTERED ✓  
INDEXED ✓  
RECORDED ✓