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AGREEMENT

This agreement made this ___ day of October, 1986 between Nick Berger a/k/a Nick M. Berger and Cleora Berger a/k/a Cleora J. Berger, husband and wife, hereinafter known as the Bergers and Baukol-Noonan, Inc. hereinafter known as Baukol-Noonan.

Baukol-Noonan is purchasing from the Bergers the SE1/4NW1/4, E1/2SW1/4 and NW1/4SW1/4 of Section 2, Township 141 North, Range 84 West, Oliver County, North Dakota.

The sale of this land to Baukol-Noonan is subject to the following promises by Baukol-Noonan, the making and keeping of which are additional consideration to the Bergers for their agreement to sell and transfer the land.

The Bergers shall have the right to use the land until needed by Baukol-Noonan, even though title thereto is transferred to Baukol-Noonan before Baukol-Noonan needs to use the land.

At the time that Baukol-Noonan intends to part with title to the property, or when reclamation activities on the land have been completed and the reclamation bonds required by the Public Service Commission have been released, whichever occurs earlier, the Bergers or their heirs, devisees, or assigns, shall have the right to purchase the land at its then fair market value or at the original purchase price whereby Baukol-Noonan acquired the land from the Bergers, whichever is the lesser. In the event the parties can not agree as to the then fair market value, then each party will appoint one appraiser and the two appraisers thus chosen will collectively choose a third appraiser and each

of the three appraisers will independently appraise and value the land, with costs of such appraisals to be divided between the parties equally. The highest appraisal and lowest appraisal will be disregarded and the remaining appraisal shall be determined conclusively to be the fair market value of the real estate. Alternatively if then agreeable to the parties, they may mutually choose one appraiser whose decision with regard to the fair market value of the land will be conclusive.

Baukol-Noonan agrees to give to the Bergers written notice when the event occurs which gives the Bergers the right to purchase the land under the foregoing paragraph, and the Bergers shall have sixty days thereafter in which to put Baukol-Noonan on notice in writing that they have elected to exercise the option. Thereafter closing will be held no later than ten days after Baukol-Noonan shall have received the notice from the Bergers of their election to exercise the option, or no later than ten days after the fair market value of the land has been determined (if the appraisal procedure described previously is required to be followed), whichever occurs later.

In the event the Bergers do not timely exercise the option granted to them herein it shall expire.

Executed as indicated below:

Dated at Center, North Dakota this ___ day of October, 1986.

Nick Berger

Cleora Berger