

91239/0310

COVENANTS

These covenants are by and between FIRST INTERSTATE BANK OF MONTANA, N.A. (formerly known as First Interstate Bank of Kalispell, N.A.) ("First Interstate"), and WAREHOUSE INDUSTRIES, INC., a Washington corporation doing business as TIDYMAN'S ("Tidyman's"). The parties agree as follows:

1. First Interstate Property. First Interstate is the owner of the following-described property (the "First Interstate Property"):

Lots 11, 12, 13, 14, 15, 16, 17 and 18 of Block 24 of Kalispell, Montana, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

2. Tidyman's Property. Tidyman's has purchased from First Interstate and is the owner of the following-described property (the "Tidyman's Property"):

Lots 7, 8, 9 and 10 of Block 24 of Kalispell, Montana, according to the map or plat thereof on file and of record in the office of the County Clerk and Recorder of Flathead County, Montana.

3. Integration of Banking Facility. First Interstate maintains a drive-up banking facility on the First Interstate Property and wishes to maintain convenient, unimpaired access to the facility. It is to the advantage of both parties and both parties desire that any development of the Tidyman's Property and any other property acquired or controlled by Tidyman's adjacent to or in the vicinity of the Tidyman's Property (the "Shopping Center Property") should take into account and incorporate the drive-up banking facility in the overall development and traffic plan. Tidyman's agrees that any development of the Tidyman's Property and the Shopping Center Property shall be done in such a manner that the banking facility is integrated into the overall development and traffic plan. First Interstate agrees that a development in substantially the form shown on the site plan attached as Exhibit "A" shall conform to and be in accordance with these covenants.

4. Miscellaneous. The covenants and conditions contained herein are appurtenant to and shall be deemed to run with the land. The covenants and conditions shall be binding on the parties and their respective successors and assigns. These covenants shall not be construed to create any rights in third parties, other than successors to the parties hereto. These covenants shall not be construed to require Tidyman's to undertake any development, but if such development is undertaken by Tidyman's, the development will be in conformance with these covenants. If any term or condition of these covenants shall be found to be invalid, the remaining terms and conditions shall nonetheless be valid and enforceable. In the event of a dispute under these covenants, the prevailing party shall be entitled to reasonable attorneys fees.

91239 10310

DATED this 21st day of August, 1991.

FIRST INTERSTATE BANK OF MONTANA, N.A.
By: [Signature]
Its: Pres.

WAREHOUSE INDUSTRIES, INC.,
a Washington corporation doing business as TIDYMAN'S
By: [Signature]
Its: Sec.

STATE OF MONTANA)
) ss.
County of Flathead)

On this 20th day of August, 1991, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Robert T. Gerbody, known to me to be the President of FIRST INTERSTATE BANK OF MONTANA, N.A., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.



Paul S. [Signature]
Notary Public for the State of Montana
Residing at Kalispell, Montana
My commission expires 6-15-92

STATE OF Washington)
) ss.
County of Spokane)

On this 21st day of August, 1991, before me, the undersigned, a Notary Public for the State of Washington, personally appeared Mike Davis, known to me to be the Secretary of WAREHOUSE INDUSTRIES, INC., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

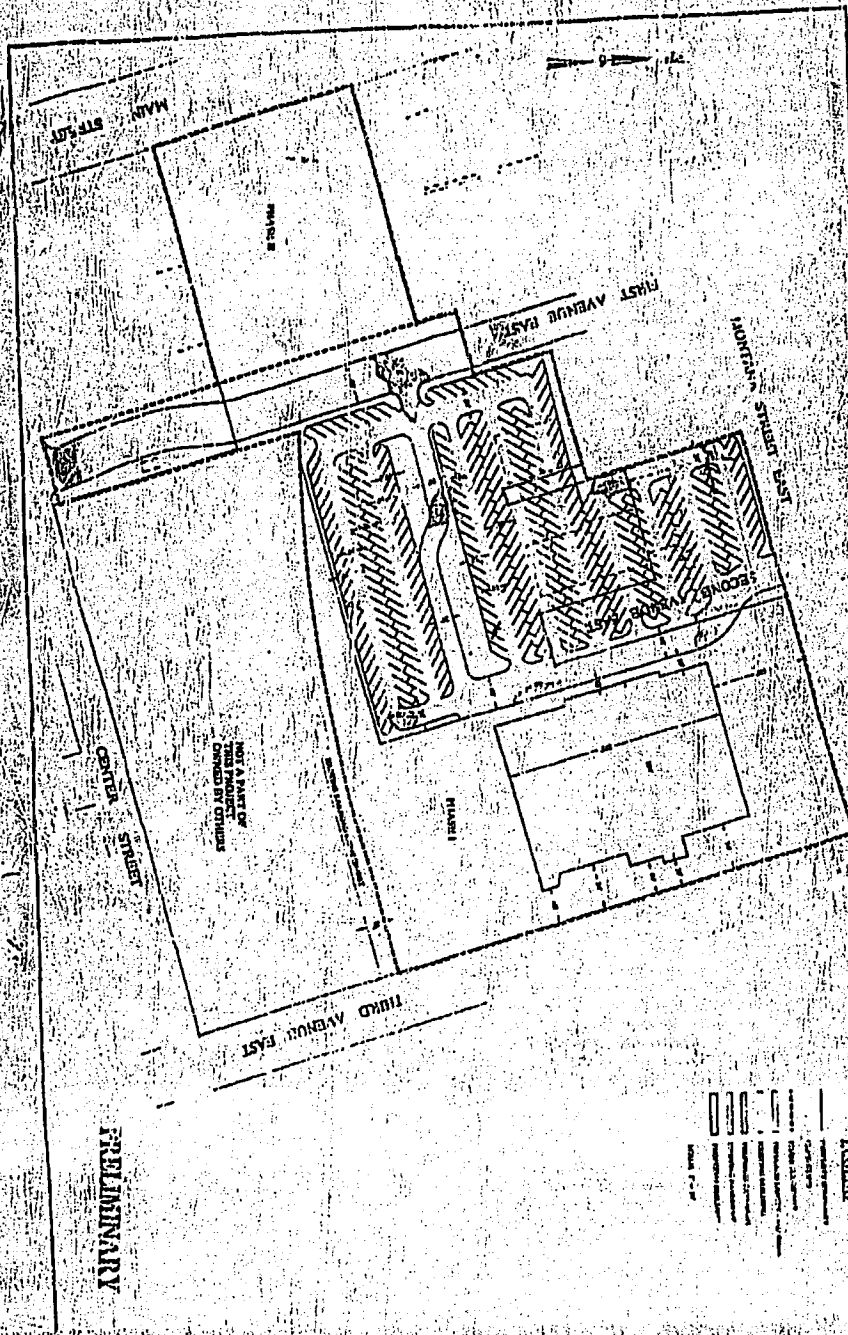
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Clayton R. [Signature]
Notary Public for the State of
Residing at Spokane
My commission expires 6-11-95



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EXHIBIT "A"



TIDYMAN'S - SITE PLAN KALISPELL, MONTANA		VOGH THOMAS DEAN B. HOFFMANN REGISTERED PROFESSIONAL ENGINEER License No. 10000 State of Montana
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After recording return to Anthony T. Grabicki, Atty at Law, 1500 Edairvt, Innciel
 Contlr, Spokane, W 119120146550
 City of Edairvt
 Recorder of Deeds
 State of Montana
 File No. 3123910310
 RECEIVED NO. _____
 RETURN TO _____