

ADDENDUM TO BUY-SELL AGREEMENT
DIAMOND C LINKS SUBDIVISION

This is an addendum to the (Land) Buy-Sell Agreement (“Agreement”) dated _____, 2006 between Diamond C Links, LLC or its successor or assignee (“Seller”) and _____ (“Buyer”) and concerning the following described property located in Diamond C Links Subdivision (“Subdivision”):

Lot ____, Block ____ of Diamond C Links Subdivision, Plat No. 1448 6th Amended, Phase ____, according to the official plat thereof filed with the clerk and recorder of Carbon County as Document No. 324431.

The lot that is the subject of this Agreement is located in Phase ____ of the Subdivision. A copy of the Subdivision plat is included as Exhibit 1.

Additional provisions:

1. Closing Date (Phase I Lots Only).

If the lot that is the subject of this Agreement is located in Phase I of the Subdivision, the date of closing shall be later determined by mutual agreement of the parties, but in no event shall closing occur more than 15 days after Buyer has received written notice that construction of streets, utilities, or other improvements in Phase I of the Subdivision has commenced. Seller shall provide this notice on a date to be determined by Seller by sending a certified letter, return receipt requested, to Buyer at the following address:

2. Closing Date (Phase II Lots Only).

If the lot that is the subject of this Agreement is located in Phase II of the Subdivision, the date of closing shall be later determined by mutual agreement of the parties, but in no event shall closing occur before the Declaration of Restriction on Transfers and Conveyances (“Declaration of Restriction”) (filed with the clerk and recorder of Carbon County as Document No. 324433) prohibiting the transfer of lots in Phase II of the Subdivision has been released by the City of Red Lodge (“City”). As described in the Subdivision Improvements Agreement for Diamond C Links Subdivision (Document No. 324432), the Declaration of Restriction will be released when the City has certified that Seller or its successor in interest has either completed streets and certain other public infrastructure in Phase II or provided financial security guaranteeing the completion of these improvements. Seller makes no representations concerning when the Declaration of Restriction will be released or when Seller will commence construction of the Phase II improvements. Although the exact date of closing shall be later determined by

mutual agreement of the parties, the parties agree that in no event shall the closing occur more than 15 days after Buyer has received written notice that the Declaration of Restriction has been released and Seller has commenced construction of streets and other improvements in Phase II. Seller shall provide this notice on a date to be determined by Seller by sending a certified letter, return receipt requested, to Buyer at the following address:

3. Covenants and Other Restrictions.

The Property being conveyed under this Agreement is subject to existing covenants and one or more subdivision improvements agreements previously filed with the Carbon County clerk and recorder in connection with Red Lodge Country Club Estates Subdivision. A copy of the existing covenants, more specifically known as the Amended Declaration of Covenants, Conditions, and Restrictions of Red Lodge Country Club Estates (filed as Document No. 305096 with the Carbon County Clerk and Recorder) (hereafter “RLCCE Covenants”) is attached hereto as Exhibit 2. By signing below Buyer acknowledges and agrees that it has received, reviewed and approved the RLCCE Covenants and waives the title contingency described in Lines 111 to 113 with respect to the RLCCE Covenants. Lines 111 to 113 (TITLE CONTINGENCY) of the (Land) Buy-Sell Agreement is hereby modified in accordance with the terms of this Paragraph 3.

4. Completion of Subdivision Improvements.

The streets, utility lines, and other subdivision improvements that will be constructed by Seller are described in the subdivision improvements agreement between Seller and the City of Red Lodge that is filed with the clerk and recorder of Carbon County. The SIA includes certain financial guarantees and deadlines that are intended to insure that streets and other improvements are constructed in accordance with the standards set out in the agreement. Although Seller makes no representations or promises to Buyer concerning the date when construction of subdivision improvements will commence, it is Seller’s current intention to begin construction of improvements in Phase I of the Subdivision in the spring or summer of 2007. For additional information concerning the construction of improvements in Phase II see Paragraph 2 above. Seller’s obligations under the SIA are enforceable by the City of Red Lodge.

5. Deadline for Obtaining Financing.

If Buyer’s offer is contingent upon Buyer obtaining financing in an amount specified on line 30 of the (Land) Buy-Sell Agreement, this contingency shall be deemed to have been waived and Buyer shall be obligated to proceed to closing unless within 45 days of the date of this Agreement the Buyer sends written notice to Seller or Seller’s agent that Buyer was not able to obtain financing and that this Agreement should be terminated and the earnest money refunded to Buyer. Lines 42 through 44 and Lines 83-86 of the (Land) Buy-Sell Agreement (TIME FOR

COMPLETION) are hereby deleted with the exception of the sentence that reads: "Buyer's offer is contingent upon obtaining the financing specified herein," if such financing is a contingency of this Agreement.

6. NFPA Sprinkler Systems Required for Some Homes

Pursuant to Paragraph 3.B(5) of the SIA, the City of Red Lodge requires that houses of more than 3,600 square feet must include a National Fire Protection Association (NFPA) compliant automatic sprinkler system or other mitigation equipment that satisfies the requirements of the Uniform Fire Code or other applicable regulations.

SELLER:

Date: _____ DIAMOND C LINKS, LLC

By: _____

Its: _____

BUYER:

Date: _____

Print Name: _____

Date: _____

Print Name: _____

NOTE: Any performance which is required to be completed on a Saturday, Sunday or legal holiday may be performed on the next business day.

EXHIBITS

EXHIBIT 1 Final Plat of Diamond C Links Subdivision

EXHIBIT 2 Amended Declaration of Covenants, Conditions, and Restrictions of Red Lodge Country Club Estates (2002) filed as Document No. 305096 with the clerk and recorder of Carbon County

