

Seller's Addendum

This Seller's Addendum to the Purchase Agreement dated _____, 20____, pertaining to the purchase and sale of the Property at:

Lot 13, Block 2, Bear Claw Subdivision, Clark Fork, ID (the "Property") is entered into between U.S. Bank National Association, as Trustee for the James E. White Jr. Trust ("Seller") and ("Buyer") on _____, 20____.

1. Addendum Controls. The following provisions supplement the Purchase Agreement and, to the extent that any of the terms of the Purchase Agreement are inconsistent with the terms of this Addendum, the terms of this Addendum shall supersede and control.

2. Condition Of Property. The Property, including the improvements, fixtures, appliances and personal property, if any, is not new, and is being purchased "as is" with all faults and any defects.

3. Environmental Laws. Buyer acknowledges and represents that neither Seller nor any person or party on behalf of Seller has made any warranty or any representations with regard to the presence, potential presence, release, or threatened release of Hazardous Substances (defined below) in, on, under or about the Property or compliance with Environmental Laws (defined below). Hazardous Substances shall mean any substance, chemical, waste or material that is or becomes regulated under applicable law because of its toxicity, infectiousness, carcinogenic and/or mutagenic effect, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products; any substance, chemical, waste or material regulated by any Environmental Laws; and/or any substance that is otherwise hazardous to human health or the environment. For purposes of this Section, Environmental Laws means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, as such acts may be amended from time to time, and any other Federal, state, county, municipal, local or other law, statute, code, ordinance, rule or regulation which relates to or deals with human health or the environment in the jurisdiction in which the property is located.

4. Inspection of Property. Buyer shall have the right and duty to inspect the property or to have the property inspected by a person of Buyer's choice, at Buyer's expense. Seller makes no covenant, representations, or warranty as to the suitability of the property for any purpose whatsoever or as to the physical condition of the property. Buyer shall have the right to make a pre-closing inspection of the property, to determine that the property is in the same condition as of the date of this Agreement. Seller agrees to provide reasonable access to the property to buyer and inspectors representing buyer. Buyer agrees to indemnify and hold harmless Seller from any loss or liability resulting from the Buyer's inspections of the property. Buyer further agrees to restore the property to its condition as of the effective date of this contract as a result of Buyer's inspections and activities. All information and facts discovered or disclosed to Buyer from Buyer's inspections of the Property shall be confidential. Upon Seller's request Buyer shall, at Buyer's expense, release to Seller all reports and other written work generated as a result of the inspections. Buyer agrees not to disclose such information or facts to any governmental or quasi-governmental entity without Seller's prior written consent and such consent shall not be unreasonably withheld. The provisions of this paragraph shall survive the expiration of this Agreement.

5. Final Settlement. It is understood the Buyer accepts the property "as is." Any warranties, express or implied, of the physical condition of the property contained in the Purchase Agreement

