

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT, entered into as of this 20 day of October, 2005, by and between Sheridan County, Wyoming (hereinafter called "County") and Eagle Ridge Development, L.L.C. and Rockpro Capital Corporation (hereinafter called "Subdivider").

WITNESSETH:

1. That the Subdivider has submitted to the County for approval an application for a subdivision permit and a subdivision plat of **Eagle Ridge Subdivision**; and
2. That certain public improvements are required by the *Sheridan County Subdivision Resolution*, (hereinafter called "Regulations") to be installed by the Subdivider; and
3. That the Subdivider is required by the Regulations to install or guarantee the installation of all required public improvements according to plans and specifications approved by the County Engineer, the Wyoming Department of Environmental Quality, or other governing authority prior to approval of the subdivision plat; and
4. That the amount of the guarantee is based on an estimate approved by the County Engineer and is in an amount not less than one hundred percent (100%) of the estimated cost of all required public improvements remaining to be installed and approved; and
5. That the Subdivider has furnished to the County a guarantee of the proper installation of public improvements in the following form:
Letter of Credit
from the Sheridan State Bank in the amount of \$434,000.00.

That the expiration date of the **Letter of Credit** is no less than 120 days after the date of completion of the improvements as specified herein.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. All public improvements designated on Addendum A to this contract, attached hereto and incorporated herein by this reference, and being a list of the required improvements and Engineer's estimate of construction costs as approved by the County Engineer, shall be constructed and completed by the Subdivider according to the plans and specifications prepared by Mentock Engineering and approved by the County Engineer.
2. All improvements designated on Addendum A shall be installed, constructed and completed by the Subdivider by October 31, 2006. All construction shall be performed in a good and workmanlike manner in accordance with applicable County and State standards, rules, and regulations governing such construction.
3. The Subdivider shall inform the County Engineer at least once a month as to the progress of construction, shall give written notice to the County Engineer of completion of improvements or categories thereof and shall cooperate in the reasonable inspection of improvements by the County Engineer.
4. Within ten (10) days after receipt of the above notice of completion, the County Engineer shall inspect the improvements to which notice of completion applies and, within ten (10) days after receipt, give the Subdivider either written notice of approval or disapproval and corrective action required. Upon completion of corrective action, notice, inspection, and approval or disapproval shall be required in a like manner as above. Written notice of approval of the County Engineer of an improvement or corrective action, or failure of the County engineer to inspect and approve or disapprove the same, within ten (10) business days from receipt of the compliance notice, shall constitute approval by Sheridan County under the terms of this agreement.

5. The estimated cost of construction of the public improvements is agreed to be as set forth on Addendum A. **The Letter of Credit** from the Cowboy State Bank in the amount of \$434,000.00 is to guarantee that the funds are available for the completion of the public improvements described in Addendum A. Upon completion of all public improvements and approval of the public improvements by the County Engineer, this agreement shall become null and void and of no force and effect in which event the **Letter of Credit** shall be returned to the Subdivider. If the improvements are not completed and approved on or before the end of the contract period, then the County shall take action necessary to obtain funds from the **Letter of Credit** to complete the described improvements and to recover the cost thereof including administrative costs incurred as a result of the failure of timely completion. In the event the amount of the **Letter of Credit** is not sufficient to complete the improvements as designated in Addendum A to the approval of the County Engineer then the Subdivider shall be liable for any such insufficiency. In the event the County does bring legal action to enforce such liability, then it shall be entitled to all its cost of suit and reasonable attorney fees. The liability of the institution issuing the **Letter of Credit** shall not exceed the face amount thereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate, each of which is deemed an original, as of the date first above written.

ATTEST

SHERIDAN COUNTY, WYOMING

Candace Keltuska
County Clerk

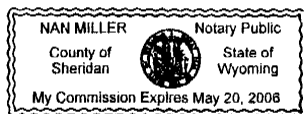
Lawrence A. Durante
Chairman, Board of County Commissioners
Sheridan County, Wyoming

SUBDIVIDER

Don Horn
Don Horn- president
Rockpro Capital Corporation

Don Horn
Don Horn - manager
Eagle Ridge Development, L.L.C.

STATE OF WYOMING)
 (ss.
COUNTY OF SHERIDAN)

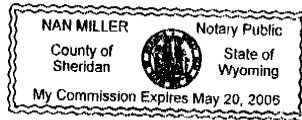


The foregoing instrument was acknowledged before me by Don Horn, the manager of Eagle Ridge Development, L.L.C. this 21 day of September, 2005.
Witness my hand and official seal.

Nan Miller
Notary Public

My Commission Expires: May 20, 2006

STATE OF WYOMING)
)
 COUNTY OF SHERIDAN)



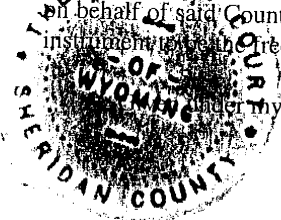
The foregoing instrument was acknowledged before me by Don Horn, the president of Rockpro Capital Corporation this 21 day of September, 2005.
 Witness my hand and official seal.

Nan Miller
 Notary Public

My Commission Expires: May 20, 2006

STATE OF WYOMING)
)
 COUNTY OF SHERIDAN)

On this 20 day of Oct, 2005, before me personally appeared Lawrence A. Durante, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the County Commissioners of Sheridan County, Wyoming, and that said instrument was signed on behalf of said County by Authority of its Board of Commissioners and he acknowledged said instrument to be the free act and deed of said Board.



Under my hand and official seal this 20 day of Oct, 2005.

Loise Kahald
 Clerk of District Court

My term of office expires: Jan 8, 2007