

ENCLOSURE II

that no other real estate broker and/or salesman is involved in this purchase and sale, and agrees to indemnify and save harmless Seller against all claims of a real estate broker and/or salesman due to acts of Buyer or Buyer's representatives.

L. In any circumstances where this Contract is terminated as herein provided, Seller and Buyer each agree to execute such documents as may be required by Seller with whom the Earnest Money has been deposited so as to release such Earnest Money to the party entitled thereto in accordance with the terms hereof, and this provision shall remain binding upon Seller and Buyer notwithstanding such termination of this Contract.

M. The effective date of this Contract shall be the latest date of execution by Seller and Buyer, as shown on the signature page hereto. This Contract may be executed in multiple original counterparts, each of which shall be an original for all purposes.

N. Other Provisions: Buyer will receive a decorating allowance equal to 6% of the mortgage loan amount to be paid in cash from Seller's funds at closing. Buyer must close the sale of his Harbours residence, no. 312, simultaneous with his purchase of no. 1110. Seller will assign Kevin Zipperle the following eight (8) parking spaces: nos. 5, 6, 136, 137, 138, 443, 601, and 635. Seller's contracts to convey these parking spaces shall occur in conjunction with Kevin Zipperle's purchase of Condominium Unit 312 from Gary Davis.

"SELLER"

"BUYER"

THE HARBOURS AT RIVERPOINTE, L.P.,
a Delaware limited partnership

By: Creekstone/Overbrook, LLC,
a Delaware limited liability company,
its sole general partner

By: [Signature]
Name: ALAN D FEINSILVER
Title: PRESIDENT

Date: SEPT 1, 2006.

By: [Signature]
Name: GARY M DAVIS

Business Address 9-1-06

Residence Address _____

Residence Telephone _____

Date: _____

By: _____
Name: _____

Business Address _____

Residence Address _____

Residence Telephone _____

Date: _____