

ENCLOSURE
IV

paid a commission equal to _____ percent (____%) of the purchase price by Seller if, and only if, this transaction is consummated. With the exception of such Broker, Buyer warrants and represents 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 of one hundred and twenty thousand dollars (\$120,000) 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 have the option to sell through a separate contract with Kevin Zipperle, as buyer, the following eight (8) parking spaces for the total sum of forty thousand dollars (\$40,000.00): parking spaces 5, 6, 136, 137, 138, 443, 601, and 635. Seller's contract 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 FEWSTER
Title: PRESIDENT

Date: AUGUST 21, 2006

By: X [Signature]
Name: GARY M DAVIS

Business Address _____

Residence Address RIVERPOINTE 312
4730

Residence Telephone 502-645-9655

Date: 8-20-06

By: _____
Name: _____

Business Address _____

Residence Address _____

Residence Telephone _____

Date: _____