

Notwithstanding the foregoing, if I have not bought you out within twelve (12) months from the date hereof, the Property must be put on the market and once sold, you shall be equal to \$250,000.00 plus you shall receive, after all closing costs, a total of 33% of the difference between the Property Purchase Price and the sale price (less the cost for any improvements I put into the Property).

In addition, reuven and shimon shall receive 33% of all rental income minus taxes, insurance and property maintenance to include landscaping and any repairs made for the tenants during that rental period.

For avoidance of doubt, at the time of the buyout, if I have made any improvements to the Property, under \$30,000 ,I am entitled to be reimbursed for those improvements prior to paying out your equity portion of the deal. In other words, when looking at the difference between the Purchase Price and the appraised value/sale price, we will need to add on any improvements cost to the Purchase Price, and take the difference between that new amount and the appraised value/sale price in order to figure out the equity split. Any improvements above \$30,000 must have written consent by all parties.

Please accept your acknowledgement to the foregoing by signing where indicated below.

Very truly yours,

Levy

reuven

shimon