

hereunder with due regard to an equal apportionment of Units based on expected salability with the hope and expectation that, given equal efforts by Purchaser and Seller, each party's Units will sell at equivalent rates. Should it develop that the parties hereto have been unsuccessful in this apportionment, Purchaser and Seller agree to negotiate in good faith an arrangement designed to redress any inequity arising thereby. Notwithstanding the foregoing, neither party hereto assumes any obligation to effect or assist in the effecting of sales of Units

Further, notwithstanding the foregoing, both owned by the other party, parties agree to take no legal action which would delay the construction of the units or delay the consummation of any sale

4. Refund. Should any of the aforementioned Units in contracted Cedar Lane Centre, Horizontal Property Regime, not have been ^{such} request for resold by Purchaser within 90 days from the "completion date" ^{such} negotiation. *eth ✓*

referred to above, then Seller hereby covenants and agrees to refund to Purchaser the sum of \$1,500.00 per Unit not so sold or not under an existing contract for sale; provided, however, that should Purchaser continue to owe to Seller any monies which are due and payable upon said date, then the said sum of

\$1,500.00 per Unit shall be applied and credited to such indebtedness. Such refund on any unit shall relieve the Seller of any further responsibility as to said unit which may be owed to Purchaser Under Section 3 above. *eth ✓*

~~5. Legal Fees. The parties hereto understand and agree that Seller shall have no obligation to Gaddy & Davenport for the costs and legal expenses directly relating to the preparation of this document arising prior to August 1, 1973. *eth*~~

~~Seller shall be responsible for all costs and legal expense pertaining to the development of the subject real property and to the submission of the property to the Horizontal Property Act of South Carolina, including attorneys' fees for~~