

separate sales rights on all lots in said subdivision for a period of five (5) years from the date of this Agreement; a commission of ten per cent (10%) shall be paid for the sale of each lot to W. H. Alford or Charles Robinson Co., Inc., on completion of each sale, the commission to be paid to the one making and completing the sale. The said W. H. Alford and Charles Robinson Co., Inc. agree that they will:

- (a) Appraise each lot and recommend selling prices to the owners;
- (b) Furnish contracts of sale and execute such contracts in the name of the Trustee;
- (c) Furnish to each purchaser as a part of the contract of sale or otherwise, copies of restrictions applicable to the subdivision, if any; and
- (d) Accept and be responsible for cash payments made by the respective purchasers on account of their purchasers.

(5) W. H. Alford and Charles Robinson Co., Inc. agree that if for any reason a sale of any lot on which a deposit has been made to them by the purchaser is not consummated, it shall be the practice of the said W. H. Alford and Charles Robinson Co., Inc. and other parties to this Agreement to agree as follows:

- (a) If the reason for not consummating the sale is reasonable, the deposit shall be refunded to the purchaser;
- (b) If the reason for not consummating the sale is not reasonable, the deposit shall be divided one-half (1/2) to the agent and the other half among the owners, provided, however, the agent's one-half (1/2) of the deposit shall not exceed the amount of his commissions.

(6) This Agreement shall terminate at the end of five (5) full calendar years from the date hereof, unless sooner terminated by the mutual and written consent of the parties hereto. Upon termination, the Trustee shall pay any and all expenses or indebtedness then outstanding and the balance of the proceeds from the sale of lots then held by her shall be distributed in accordance