

AGREEMENT

The following agreement is made between M. Byrom Corporation ("Byrom") and Norville-Randolph, Inc. ("NR"), and is executed by the parties on November 24, 1993, in connection with the closing of the sale of Lot 61, survey of The Glen at Greystone, Sector One, Map Book 15, Page 97, Shelby County, Alabama, from Greystone Close, an Alabama Joint Venture ("GC") to M. Byrom Corporation.

1. Byrom has deposited in earnest money \$2,000.00 on the contract with Greystone Close for the purchase of Lot 61. Byrom agrees that the \$2,000.00 currently held by Norville-Randolph, Realtors shall be transferred to a new sales contract and shall not be a credit to the purchaser on the purchase of Lot 61.
2. Byrom agrees further that NR is authorized to transfer the \$2,000.00 earnest money to a contract not yet consummated for the construction of a residence on Lot 61 by Byrom for Richard and Shannon Shepherd.
3. Byrom agrees to pay NR a 5% commission based on the contract sales price for the construction of the residence for the Shepherds on Lot 61. Earnest money shall be credited to the Shepherds as part of the purchase price on their contract with Byrom.
4. In the event Byrom and the Shepherds do not enter into a contract for the construction of a residence on Lot 61, and Byrom constructs a house on a speculative basis, Byrom agrees to list said house with NR at a commission rate of 6% until sold.
5. As provided for in the Builder Addendum Agreement attached to the sales contract between Byrom and GC on Lot 61, Byrom agrees that Lot 61 may not be assigned, sold, or transferred without the express written consent of GC, and it is understood and agreed by Byrom that any such consent shall be expressly subject to and conditioned upon payment to NR of the commission as provided for hereinabove. In the event that Byrom violates these prohibitions against transfer, Byrom agrees to immediately pay to NR the commissions provided for in the above paragraphs 3 or 4, as appropriate.

6. This Agreement, entered into at closing, supercedes the addendum to Sales Contract dated October 27, 1993.

(MB)
BN

M. Byrom Corporation

By: Its President

X Marilyn Byrom

Norville-Randolph, Inc.

By: Its President

R. Peyton Norville

Inst # 1993-39533
12/09/1993-39533
05:14 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 MEL 8.50

Inst # 1993-39533