

NIELS ESPERSON BUILDING

HOUSTON, TEXAS.

APRIL 23, 1928.

Guardian Trust Company,
W. G. Burchfield & Brothers,
City.

Dear Sirs:

I hereby appoint you, severally, as my agents, with the right to sell the un-sold portion of my real estate in the S. W. Williams Survey, lying between Navigation Boulevard on the North and Canal Street on the South, and the Houston Belt & Terminal Railway on the East and the Engle Addition on the West, as industrial sites, at such price and upon such terms and subject to such restrictions as I may require.

If either the Guardian Trust Company, acting through any of its officers or agents, or W. G. Burchfield and Brother, shall sell any such industrial site upon such price and terms as I may authorize or accept, I agree to pay either of you as may consummate such sale, a cash commission of Five Per cent (5%) upon the price at which such sale or sales shall be made.

Your right to sell such real estate shall be exclusive of any and all other agents, for a period of Six (6) months from the date hereof, but shall not be exclusive in the sense of depriving me, as the owner, from making a sale direct to any purchaser to whom either of you have given me written notice, as provided hereinafter, prior to the beginning of negotiations between me and such purchaser direct; in such cases, where I make a sale without calling upon you, or either of you, for assistance, I shall not be obligated for commissions on such sale or sales.

I agree that in case either of you have begun actual negotiations with any prospective purchaser for any of such property, and notice in writing to that effect has been given me, that in the event the other of you shall thereafter likewise notify me that you have such prospective purchaser, I will advise the latter of you of the previous

notice from the other, in which event it is understood between you, that in the event a sale is made to such prospective purchaser, that the one of you who has given me the first notice shall be entitled to the commission; in no event shall I be required to pay more than one commission to you upon the same sale.

I agree that if the customer is introduced by either of you and you are actually negotiating with such customer at the time this agreement shall expire, I will pay the commission before mentioned, in the event a sale is afterwards, and within Six (6) months, consummated with such customer.

One of the considerations for designating you as agents for the sale of this property and the returns hereof, is that you will immediately, and throughout the term of this agreement, use your best efforts to quickly sell this property.

Mellie Esperson Stewart
OWNER

Dated April 24, 1938.

The said agents accept on the above conditions.

Guardian Trust Co. by C. A. Hester
AGENT

W. G. Burchfield & Bro
AGENT
by W. G. Burchfield