

manner as Seller uses said walks to bring in tombstones. Purchaser may also have the same right in the walks to be built by the Congregation Sons of Abraham connecting the present walks on Seller's property to the boundary of Purchaser's property and Seller's, and more fully described in a certain "Supplemental Agreement" by and between Seller and Congregation Sons of Abraham, of even date herewith.

- 3. Purchaser shall have the right to use the Chapel on the premises of Seller in connection with all burials on Purchaser's premises not inconsistent, however, with the use of said Chapel by Seller at no charge to the Purchaser.
- 4. Purchaser shall have the right to rent the tent and canvas necessary for burials on rainy days at all times not inconsistent with the use of Seller, for Five Dollars (\$5.00) for each time it is used.
- 5. For all expenses for the upkeep of the Chapel, including insurance, Purchaser shall pay 1/6 thereof. Purchaser shall also contribute to improvements to the Chapel, as regulated by "Supplemental Agreement" between Seller and Congregation Sons of Abraham, of even date herewith. Purchaser shall further contribute 1/6 of the expenditures for the maintenance of Seller's cemetery, provided such expenditures are to the mutual interest of the parties hereto and have been approved in writing by the Seller before they are made. Approval shall not be arbitrarily refused. Purchaser's then financial condition shall be considered in deciding whether ^{at bottom} continued
- 6. Purchaser shall have the right to improve its premises in all ways not inconsistent with the requirements of Section 8 of this agreement.
- 7. Purchaser shall not build a fence between its cemetery and Seller's cemetery. It may, however, plant hedges along the boundary line separating the two cemeteries. Purchaser may also build an arch at the entrance to its land.
- 8. Purchaser agrees that all burials in its cemetery will be conducted according to the Orthodox Jewish Rituals and Customs.
- 9. Purchaser agrees not to resell or lease all or any of the premises purchased from the Congregation Sons of Abraham without the written consent of Seller, except individual lots for burial purposes. However, it may resell or lease said premises to the Congregation Sons of Abraham; provided also, that such consent shall not be refused except for good cause shown.
- 10. Purchaser shall be wholly responsible for its own misdeeds and violations. However, no reversion of Purchaser's property shall operate for the misdeeds and violations of Congregation Sons of Abraham.
- 11. In the event Purchaser ceases to use the premises herein conveyed for cemetery purposes, or doesn't conduct all burials in its cemetery according to the Orthodox Jewish rituals and customs, then the said property of Purchaser, bought from the Congregation Sons of Abraham, shall revert back to and become vested in Seller.
- 12. In the event of a disagreement or a dispute between the parties hereto on any matter whatsoever growing out of this agreement, such matter or matters shall be submitted to arbitration on demand therefor in writing of any three (3) members of either congregation provided one of said three members is an officer of said congregation. In case of arbitration, Seller shall select one arbitrator who must be a member of the Union of Orthodox Rabbis, and the Purchaser shall select one arbitrator who must be a member of the Union of Orthodox Rabbis, and the two arbitrators so chosen shall select a third. If the two fail to agree on the selection of a third arbitrator within seven days (7) such third arbitrator shall be chosen by the President of the Union of Orthodox Rabbis. The members of either congregation demanding such arbitration shall select an arbitrator at the time demand for arbitration is made, and unless the other congregation to this agreement shall select an arbitrator within seven days thereafter, such arbitrator shall be chosen by the President of the Union of Orthodox Rabbis at the request of the members demanding arbitration.

5., continued: a refusal may be deemed arbitrary.