

SHARE TRANSFERABLE

9. The share of interest of each Joint-Venturer in this Trust Estate may be sold, assigned and transferred by bill of assignment, will or operation of law subject to the limitations and restrictions herein provided for in case of bankruptcy or insolvency of any Joint-Venturer. No assignment or transfer will be effective until acceptable evidence thereof is received and registered by the Trustee upon its records.

NO RIGHT TO PARTITION

10. No Joint-Venturer shall have the individual right of partition or division of the property as in the case of tenants in common unless there is a termination of the Trust. The Trust may be terminated at any time upon the unanimous agreement in writing of each Joint-Venturer having recorded interest in the Trust Estate.

RECORD OF OWNER

11. Throughout the administration of the Trust, Trustee will maintain a record of ownership indicating the share and percent of interest of each Joint-Venturer. No additional shares will be offered for sale except by unanimous written agreement of the Joint-Venturers of record.

BANKRUPTCY OF JOINT-VENTURERS

12. In the event any Joint-Venturer is declared bankrupt or insolvent by a Court of competent jurisdiction, the share of interest of such Joint-Venturer may be acquired by the other Joint-Venturers at their option, in proportion to the interest of each, upon payment to the lawful representative of the insolvent parties estate of a sum equal to the capital contribution of the insolvent. This option to purchase will expire if not exercised within 90 days after notice by the insolvent's representative, and thereafter this interest or share may be assignable as any personal asset of the debtors estate.

ATTORNEY-IN-FACT FOR LEGAL ACTION

13. The Trustee agrees to institute, maintain and carry out as Trustee

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