

WHEREAS, although Abney Mills has made every effort to pay all of its debts and to satisfy all known obligations, it is recognized that some contingent obligations could exist and be asserted against the Stockholders as transferees, and

WHEREAS, it would be in the interests of all concerned for the Stockholders to appoint a trustee to receive on their behalf liquidating distributions from Abney Mills, and the Trustee has agreed to act as their trustee in such liquidation and dissolution.

NOW THEREFORE, it is agreed that:

(1) The Stockholders hereby appoint the Trustee as their trustee to receive from Abney Mills on their behalf and for their benefit any and all distributions of property made by Abney Mills in the process of liquidation. The Trustee agrees to act as trustee for the Stockholders for this purpose under the terms and conditions set forth in this agreement.

(2) The Stockholders will notify Abney Mills by appropriate written instrument of the appointment of the Trustee as their trustee in liquidation and will direct Abney Mills to transfer, convey, and distribute to the Trustee on or prior to March 1, 1982, all assets of every kind owned or held by Abney Mills.

(3) The Trustee will accept the assets transferred to it by Abney Mills and will hold and deal with those assets on behalf of and for the benefit of the Stockholders. The Trustee will use its best efforts to sell the properties distributed to it in kind and will pay the proceeds of such sales to the Stockholders at convenient intervals in proportion to their relative stock ownership. The Trustee will also deal with any obligations of Abney Mills which might be asserted against Abney Mills in dissolution, Directors in dissolution and/or the Stockholders as transferees of the assets of Abney Mills

175

4328 RV-2