

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 any civil action necessary to protect the Trust property, defend the title or to collect any damage or account due arising in the administration of the Trust for and on behalf of the Joint-Venturers and at their expense. The aforementioned Committee of three Joint-Venturers will be consulted as to any legal action undertaken.

LIABILITY OF TRUSTEE LIMITED

14. The Trustee will not be liable to the Joint-Venturers for any loss sustained by them in connection with this investment beyond its duty to faithfully account for funds received by it as Trustee. The Trustee will be entitled to a minimum of Two Hundred (\$200.00) Dollars as compensation for services rendered as Trustee.

TERMINATION

15. The Joint-Venturers may, by unanimous consent, terminate this Trust at any time. Trustee may, at its' option, elect to discontinue its services. A 30-day written notice will be given by either party of intention to terminate. In the event the Trustee elects to discontinue its services, or in the event all of the Joint-Venturers elect to change Trustee, a successor Trustee will be named