

AGREEMENT TO DISSOLVE PARTNERSHIP

THIS AGREEMENT made and entered into this 11 day of  
January, 1995, by and between D.C. DAY or Rachel, State of  
Nevada, and JAMES FRANKLIN of Adrian, State of Oregon, hereinafter  
referred to as "Partners".

R E C I T A L S

WHEREAS, Partners are engaged in the business of selling  
real estate in a subdivision known as Sunrise Subdivision, Lincoln  
County, State of Nevada; and

WHEREAS, it is the desire of Partner, JAMES FRANKLIN, to  
terminate his interest in the partnership and to be paid fifty  
percent (50%) of the monies held in the partnership account;

NOW, THEREFORE, the partners hereby agree as follows:

ARTICLE I

DISTRIBUTION TO PARTNER, JAMES FRANKLIN

SECTION 1.01. Distribution. Partner, D.C. DAY, hereby  
agrees to distribute to Partner, JAMES FRANKLIN, fifty percent  
(50%) of the cash balance in the partnership Account No. 0080048954  
at American Federal Savings Bank which is in the approximate sum of  
\$12,091.99 as of the date of the execution of this Agreement.

SECTION 1.02. Transfer to JAMES FRANKLIN. Partner, D.C.  
DAY, shall through a check, transfer fifty percent (50%) of the  
account to JAMES FRANKLIN.

ARTICLE II

TERMINATION OF PARTNER'S INTEREST IN PARTNERSHIP

SECTION 2.01. Termination of Interest. Upon the  
execution of this document and the receipt of fifty percent (50%)  
of the cash, Partner, JAMES FRANKLIN, shall no longer have any  
interest in said partnership or any of the contracts due and owing  
to the partnership.

SECTION 2.02. Future Control of Partnership. Upon  
execution of this Agreement and payment of the sum set forth herein  
to JAMES FRANKLIN all of the right, title and interest of JAMES  
FRANKLIN'S interest in the partnership shall vest in Partner, D.C.  
DAY, and JAMES FRANKLIN shall have no further interest in said  
partnership.

...

LAW OFFICES  
GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
402 FIFTH STREET, P. O. BOX 5  
ELY, NEVADA 89301  
(702) 209-4422

1 SECTION 2.03. Execution of Documents. JAMES FRANKLIN  
2 hereby agrees that he will execute any and all documents necessary  
3 to transfer any interest that he may have in the partnership or the  
4 underlying contracts for the sale of real estate to D.C. DAY.

5 ARTICLE III  
6 MISCELLANEOUS

7 SECTION 3.01. Binding Effect. The covenants and  
8 agreements of this Lease shall be binding on the heirs, successors,  
9 legal representatives, and assigns of the parties.

10 DATED this 21st day of February, 1995.

11 D.C. Day  
12 D.C. DAY, Partner

13 James Franklin  
14 JAMES FRANKLIN, Partner

15 STATE OF NEVADA )  
16 COUNTY OF LINCOLN ) SS.

17 On 21st February, 1995, personally appeared before  
18 me, a Notary Public, D.C. DAY, who acknowledged that he executed  
19 the above instrument.

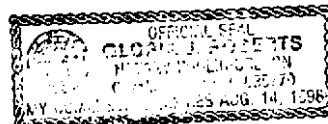
20 Edith M. Grover  
21 NOTARY PUBLIC



22 STATE OF OREGON )  
23 COUNTY OF Malheur ) SS.

24 On 27th February, 1995, personally appeared before  
25 me, a Notary Public, JAMES FRANKLIN, who acknowledged that he  
26 executed the above instrument.

27 Alma J. Roberts  
28 NOTARY PUBLIC



LAW OFFICES  
GARY D. FAIRMAN  
A PROFESSIONAL CORPORATION  
483 FIFTH STREET - P. O. BOX 8  
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D. C. Day  
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*Frank Setzer*