TENANCY-IN-COMMON AGREEMENT

THIS AGREEMENT is entered into _________, 2____, by and between________________collectively hereinafter referred to as "Owners");

RECITALS:

A. WHEREAS, on or about January 6, 1978, the Owners acquired title as equal tenants-in-common to the real property and improvements thereon commonly described as ________________________________________________________Marin County, California, and more particularly described in Exhibit "A" attached hereto (hereafter "the property"); and

B. WHEREAS, the Owners desire to provide for the ownership, operation, management, and disposition of the property in such a manner as to maximize their use and enjoyment of same as a recreational and residential area.

THEREFORE, the parties agree as follows:

1. OWNERSHIP. The Owners acknowledge that title to the property shall be held as tenants-in-common with current respective interests as follows:

   20% undivided interest, as her sole and separate property

   20% undivided interest, as her sole and separate property

   20% undivided interest, as her sole and separate property

   20% undivided interest, as his sole and separate property

   20% undivided interest, as her sole and separate property

2. TERM

   2.1 This agreement shall continue in full force and effect until the occurrence of the earlier of the following events:

   (a) Death of the last survivor of the Owners.

   (b) The date of the sale of all of the property and distribution of proceeds as
provided herein.

(c) Mutual agreement in writing by all Owners.

2.2 The Owners agree that in the year 2000 they will in good faith review this Agreement for the purpose of considering necessary modifications and clarifications, but in no manner shall this Paragraph 2.2 be considered as requiring such modifications or clarifications.

3. EXPENSES

3.1 All expenses and obligations related to the property shall be paid and borne by the Owners in proportion to their ownership interests in the property. In the event there is a cash deficit at any time in the operations of the property and it becomes necessary to obtain contributions from the Owners, then upon written notice, each Owner shall be required to pay an amount equivalent to his pro rata share of such deficit based upon his interest in the property. Upon the failure of any Owner to make a required contribution, in addition to any other remedies provided by law or by this Agreement, the remaining Owners may, but are not required to, make the required contribution of the defaulting Owner on a ratable basis. All contributions by Owners for a defaulting Owner shall bear interest at ten percent (10%) per annum and shall be repaid to the contributors prior to any disbursements of profits or sales proceeds to the defaulting Owner.

3.2 All profits and losses, for income tax purposes or otherwise, related to the property shall be shared and borne by the Owners in proportion to their respective ownership interests in the property.

4. USE OF PROPERTY

4.1 Each Owner shall be entitled to exclusive occupancy of the property for a period during each calendar year proportionate to his or her co-tenancy interest as of January 1 of said calendar year. For example, in calendar year 1978, each Owner shall be entitled to 73 days of occupancy. As a further example, if on January 1, 1988, an Owner has a 40% co-tenancy interest, he would be entitled to 146 days of occupancy. The following provisions shall control the use and administration of the exclusive occupancy period ("EOP") of each Owner:

(a) The specific portions of the calendar year used for the EOP shall be determined by the unanimous consent of all Owners. In the event that unanimous consent cannot be obtained in regard to such allocation, the Manager's (as provided in Paragraphs 5.2 and 5.3) decision shall be final and conclusive.

(b) The total EOP need not be used at one time period during the calendar year but may be used at different times provided paragraph 4.1(a) is complied with.

(c) During the EOP an Owner shall:

(ii) Be responsible for the cost of routine maintenance and cleaning, as well as repairs or restoration resulting from uninsured damage caused by the Owner or his occupants during the EOP;

(iii) Not be required to pay rental;
(iv) Not be required to pay any other property except as required of each co-tenant pursuant to the provisions of paragraph 3.1

(d) If all of the EOP of an Owner is not used during any calendar year or years, the unused portion may be accrued, up to a maximum period of six months, and used in subsequent calendar years provided the unanimous consent of all Owners is obtained for the specific use of same.

(e) If all Owners consent, an Owner may occupy the property for a period in excess of the EOP at a previously agreed rental. The agreed rental shall be determined by considering all of the following factors: market value, rent; property expenses; benefits to the co-tenancy resulting from occupancy such as security, maintenance and repairs which would discount the market value rent.

(f) No Owner shall rent the property without the prior consent of all other Owners.

(g) Except during periods of residence by an Owner, no Owner shall permit the use by non-owners of the property without the prior consent of all other Owners.

4.2 No Owner shall make any alterations, changes or additions to the real property and improvements without the prior consent of all other Owners, including, without limitation, bulldozing or paving roads, cutting trees, drilling wells, constructing new improvements or additions to existing improvements.

4.3 The property shall be used for recreational and residential purposes and for no other purposes, including without limitation, business commercial purposes, or storage purposes.

5. MANAGEMENT

5.1 Except as otherwise provided in this Agreement, the approval of all Owners shall be required for decisions in regard to management and disposition of the property; provided, however, if an Owner becomes a defaulting party pursuant to Paragraph 3.1, other Owners shall have full power by themselves to make all decisions relating to the property. Except as provided in Paragraph 5.2, no Owner is authorized to exercise or shall exercise powers on behalf of any or all of the other Owners in any representative capacity nor accept nor assume any liability for other than his or her own individual acts.

5.2 The Owners appoint ; the initial "Manager" to perform the following functions, which functions shall be performed by all successor Managers:

(a) Establish a bank account for collection and disbursement of all funds relating to the property.

(b) Administer payment of all taxes, insurance premiums, and any and all expenses of the property, and properly notifying all Owners of all required contributions and collecting same.
(c) Administering and coordinating the EOP for each calendar year.
(d) Obtaining and maintaining insurance for the benefit of all Owners as follows:
   (i) Fire and extended coverage insurance on the improvements to the extent of 90% of replacement;
   (ii) Liability insurance in amounts of not less than $100,000 in respect to injuries or death of one person, $300,000 in respect of any one accident, and $100,000 in respect of property damage.

5.3 The position of Manager shall be held by each Owner on a rotating basis as mutually agreed by all Owners. Any Manager may be terminated by written notice signed by a majority of the number of Owners, excluding the then Manager.

6. TRANSFER OF INTEREST
6.1 Except as provided in Paragraph 6.3, as long as at least three of the co-tenants signing this Agreement are Owners, a majority of at least 66 2/3% of the ownership interest in the property shall be required to sell all or part of the property (but not any co-tenancy interest). When only two of the co-tenants signing this Agreement are Owners, any Owner or Owners owning 60% or more of the ownership interest in the property may require that all or any part of the property (but not any co-tenancy interest) be sold. Except as provided in. Paragraph 3.1, the net proceeds of any sale or sales shall be distributed to each then co-tenant in proportion to his or her ownership interest.

6.2 Except as hereinafter set forth, none of the Owners shall sell, dispose of, assign, transfer, encumber, or hypothecate, for consideration or otherwise, all or any portion of his or her interest in the property. Notwithstanding the foregoing:
   (a) Each Owner may, during his lifetime or at death (by will or by operation of law), transfer his interest to one or more of the Owners who executed this Agreement.
   (b) Each Owner may, at death, either by will or by operation of law, transfer his interest to a person who is not one of the Owners who executed this Agreement provided the following option is not exercised:
      (i) On the death of any Owner, the other Owners ("purchasing Owners") shall have the right and option to purchase the interest of the deceased Owner for the consideration determined as of the date of death under Paragraph 6.4. Such option shall be exercised by serving written notice of their exercise of such option on the personal representative of the deceased Owner (or if there is none, upon the spouse or nearest heir of the deceased Owner) within four months after the later of the death of the deceased Owner or the appointment of his personal representative.
      (ii) Within sixty days after the aforesaid notice, the purchasing Owners shall deliver cash in an amount equal to 5% of the total consideration, together with promissory notes for the balance secured by deeds of trust encumbering the tenancy-in-common interest. Said promissory notes
shall provide for 7% interest with interest and principal payable in 120 equal monthly amortization installments commencing 30 days after date of the promissory notes. Unless otherwise unanimously agreed by all those who wish to be purchasing Owners, if more than one Owner wishes to buy the interest, each potential purchaser will be allowed to buy an interest in an amount equal to that which he owned before the purchase, basing such prior interest on a total excluding the interest of the deceased Owner.

6.3 Except in circumstances permitted in Paragraphs 6.2(a) and 6.2(b), any Owner desiring to liquidate and dispose of his co-tenancy interest shall deliver a notice in writing to each of the other Owners offering to sell his interest for the consideration determined under Paragraph 6.4 as of the date of the notice. The non-offering Owners shall have 90 days after delivery of the offer notice in which to elect to acquire such interest by delivering cash in an amount equal to 5% of the total consideration, together with promissory notes for the balance secured by deeds of trust encumbering the tenancy-in-common interest. Said promissory notes shall provide for 7% interest per annum and with interest and principal payable in 120 equal monthly amortization installments commencing 30 days after date of the promissory notes. Unless otherwise unanimously agreed upon by all those who wish to be purchasing Owners, if more than one Owner wishes to buy the interest for sale, each potential purchaser will be allowed to buy an interest in an amount equal to that which he owned before the purchase, basing such prior interest on a total excluding the interest for sale. For example, if 30% is to be sold, and the other 80% is owned (20% by A, 20% by B, 20% by C and 20% by D), each of A, B, C and D may purchase ¼ of the 20%. If the selling Owner's offer is not so accepted and consummated, the selling Owner, at his option, may require that the entire property be sold on the open market. In such event, he shall notify all other Owners in writing within 90 days after expiration of the 90 day offering period of his election to require a sale and the then Manager shall promptly and diligently pursue said sale by listing the property for sale with a reliable real estate broker at a price agreed upon by at least a majority of the number of Owners. If a majority of the Owners do not agree upon the listing price or an ultimate sales price, the matter shall be submitted for arbitration in San Francisco, California pursuant to the rules of the American Arbitration Association. Any award rendered therein shall be final and conclusive. The Owners shall execute necessary documents and deeds to effect the consummation of the sale of the entire property, including the transfer of all co-tenancy interests therein.

6.4 The value of the property for purposes of computing the consideration specified in Paragraphs 6.2(b) and 6.3 shall be 60% of the full cash value of the property determined by the Mann County Assessor's Office (California) for the most recent March 1 assessment date prior to the event giving rise to the determination. For example, assume that an Owner holding a 20% co-tenancy interest dies on February 1, 1978. As of March 1, 1977, the full cash value of the property was $82,750. Accordingly, the consideration due the deceased Owner's estate would be $9,930.00 ($82,750 x 60% x 20%).

6.5 Any permitted transferees or any other persons to whom an interest in the
property may be transferred by the terms of this Agreement shall automatically take such interest subject to all of the terms and conditions of this Agreement, and shall not be considered to have title to such interest until they and each of them have signified their acceptance and assumption of the terms and conditions of this Agreement in writing.

7. **PARTITION.** During the term of this Agreement, no Owner shall, either directly or indirectly, make application to or petition any court for partition of the property.

8. **SUCCESSORS.** Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties, their personal representative, successors and assigns.

9. **AMENDMENTS.** The provisions of this Agreement may be altered, amended or revoked, in whole or in part, only on the written consent of all parties to this Agreement.

10. **VALIDITY.** It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held invalid, the remaining paragraphs shall continue to be in full force and effect.

11. **LAW.** This Agreement and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of California.

12. **NOTICE.** Any notice of demand that any party hereto shall desire or be required to give shall be in writing, either delivered personally or sent by prepaid registered or certified mail, addressed to the other at the address of such party set forth below or at such other address as such party may have communicated to the other in the manner herein provided. Notice given by mail shall be deemed given when received.

IN WITNESS WHEREOF, the Owners have executed this Agreement as of the date first above shown.

____________________________________________________

Address

____________________________________________________

Address

____________________________________________________

Address