

SHARE TRANSFER AGREEMENT

SHARE TRANSFER AGREEMENT (this "Transfer Agreement") dated as of February 3, 2004 PNNM between Recovery, Intelligence, and Security for Equestria (RISE) (the "**Investor**"), Resource Incorporation and Smart Excavation, Incorporated (RISE) (the "**Company**"), and Cake Enterprises, Limited Liability Corporation (the "**Owner**") in connection with the transfer to (i) the Investor by the Owner of 5.1% of total Company shares per annum for the next ten years and (ii) the option of transfer to the individual members of the Board of Directors of the Investor. Shares described in clauses (i) through (ii) collectively, the "**Transferred Securities**"). Reference is made to the Investment Agreement, dated as of February 3, 2004 PNNM, by and between the Company, as successor to Cake Enterprises, and the Investor as amended and supplemented from time to time (the "**Investment Agreement**"). Reference is also made to the Option Agreement, dated as of February 3, 2004 PNNM, by and between the Company, the Owner, the Investor, and the individual members of the Board of Directors of the Investor as amended and supplemented from time to time (the "**Option Agreement**") Capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Investment Agreement.

A. By its execution of this Transfer Agreement, the Owner agrees to be bound by all of the terms and conditions of the Investment Agreement with respect to the Transferred Securities.

B. By execution of this Transfer Agreement, the Owner agrees to bound by all of the terms and conditions of the Option Agreement with respect to the Transferred Securities.

C. By execution of this Transfer Agreement, the Investor agrees to relinquish half of its total budget to the Company per annum for the next ten years.

D. By execution of this Transfer Agreement, the Owner signifies he understands that the funds relinquished by the Investor in exchange for the stocks are solely for Company use only.

E. The Investor, Company, and the Owner understand that this contract will give the Investor a Controlling Interest in the Company at the end of the ten years.

F. The parties agree that the rights and obligations of the Owner under the Investment Agreement (including those in Section 3.7) shall remain rights and obligations of the Owner and shall not be transferred to the Investor, and that Investor shall have only such rights and obligations as are set forth in Article IV (and Article V of the Investment Agreement in so far as relevant thereto) and only with respect to the Transferred Securities.

G. This Transfer Agreement may be executed in any number of counterparts which when taken together shall constitute an original document.

H. This Transfer Agreement shall be construed in accordance with the laws of Equestria applicable to contracts made and to be performed entirely within that Kingdom. In connection with any dispute, controversy or claim arising out of or relating to this Transfer Agreement, or the validity, interpretation, breach or termination of this Transfer Agreement, including claims seeking redress or asserting rights under any law, each of the parties hereto agrees (a) to submit to the personal jurisdiction of the courts in Canterlot, Equestria, (b) that exclusive jurisdiction and venue shall lie in such courts in Canterlot, Equestria and that each party irrevocably and unconditionally waives and agrees not to plead or claim in any such court that such dispute, controversy or claim brought in such court has been brought in an inconvenient forum. Notice may be served upon the Company and the Investor at the same address and in the same manner as described in the Investment Agreement. Notice to the Owner may be served at the same address and in the same manner as notice may be served on the Investor.

IN WITNESS WHEREOF, this Transfer Agreement has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first herein above written.

CAKE ENTERPRISES, LLC

By: Cake Enterprises, its CEO

By: Cake Enterprises, its CLO


By:
Name: Cake Holt
Title: Chief Executive Officer


By:
Name: Sandy Poncho
Title: Chief Legal Officer

Signature Page to Transfer Agreement
(Owner)

Recovery, Intelligence, and Security for Equestria (RISE)

By: Recovery, Intelligence, and Security for Equestria, its Board Member
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By: Recovery, Intelligence, and Security for Equestria, its Board Member
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By: Recovery, Intelligence, and Security for Equestria, its Board Member

By:
Name: Moneybags
Title: Board Member

By:
Name: Cake Holt
Title: Board Member

By:
Name: High Brass
Title: Board Member

By:
Name: Xineth
Title: Board Member

By:
Name: Don
Title: Board Member

By:
Name: Queenside
Title: Board Member

By:
Name: Darkcloud
Title: Board Member

Signature Page to Transfer Agreement
(Investor)

RESOURCE INCORPORATION and SMART EXCAVATION, INC. (RISE)

By: Resource Incorporation and Smart Excavation, Inc., its CEO

By:
Name: Moneybags
Title: Chief Executive Officer

Signature Page to Transfer Agreement
(Company)