

NOTE AND DEED OF TRUST MODIFICATION AGREEMENT

Interval Number 4228005A and 2804443C

Date : February 25, 1997

THIS NOTE AND DEED OF TRUST MODIFICATION AGREEMENT ("Modification Agreement"), made on the above Date, is by and between Harich Tahoe Developments, a Nevada general partnership (hereinafter "Lender"), having an address of Post Office Box 5790, Stateline, Nevada 89449, and Winnie Sit (hereinafter jointly and severally "Borrower"), having the address of P.O. Box 16512, San Francisco, CA 94116, and modifies the Note and Deed of Trust hereinafter defined.

WITNESSETH:

WHEREAS, Lender is the holder or agent of the holder of the Note which is secured by the Deed of Trust; and

WHEREAS, Borrower has agreed to buy from Lender and Lender has agreed to sell to Borrower the New Property; and

WHEREAS, part or all of the purchase price for the New Property is to be advanced by Lender as an additional advance of principal under the Note; and

WHEREAS, as a condition to making the additional advance, Lender requires that the Deed of Trust be modified whereby it shall become a first lien against each of the Property and the New Property; and

WHEREAS, Borrower has been and will be making payments to Lender as set forth in the Note, and Lender and Borrower have agreed to modify and/or supplement certain of the Note and Deed of Trust terms as set forth hereinafter.

NOW, THEREFORE, Lender and Borrower, in consideration of the above premises, the mutual covenants, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, agree as follows.

1. When used herein, the following terms shall have the following meanings unless the context requires otherwise:

a. Note: that promissory note dated August 14, 1996, in the original principal amount of \$17,775.00 executed by Winnie Sit (hereinafter the "Note Maker") payable to the order of Lender, as amended if applicable, and secured by the Deed of Trust.

b. Deed of Trust: that deed of trust and assignment of rents recorded in the Official Records in Book 896 at Page 4396 as Document Number 394976, as amended if applicable.

c. Loan Fee: \$0.00;

d. Additional Advance: that advance of principal to be made under the Note pursuant to this Modification Agreement in the amount of U.S. \$9,450.00;

e. New Principal Balance: \$26,290.11;

f. New Interest Rate: nine and 95/100 percent (9.95%) per annum;

g. New Monthly Principal and Interest Payment: \$346.70;

h. Monthly Collection Fee shall remain: \$0.00 ;

i. New Payment Commencement Date: March 26, 1997;

j. New Maturity Date: 120 months immediately subsequent to the New Payment Commencement Date;

k. Property: that real property described in and encumbered by the Deed of Trust;

l. New Property: that real property described in Exhibit A attached hereto and incorporated herein by this reference;

m. Official Records: the Official Records of Douglas County, Nevada.

2. Borrower warrants and represents that Winnie Sit is the sole owner(s) of the Property and has not alienated or transferred the Property, and the Property is free and clear of all liens and encumbrances other than the encumbrance of the Deed of Trust. In connection with the entering in to this Modification Agreement, Lender shall obtain such endorsements to Lender's policy of title insurance respecting the Deed of Trust as Lender deems necessary or advisable and Lender agrees to pay all fees charged by the title insurance company and all recording costs associated with this Modification Agreement.

3. Except as modified hereby, the terms and conditions of the Note and Deed of Trust shall remain in full force and effect. In the event of any conflict between the terms of this Modification Agreement and the terms of the Note or Deed of Trust, this Modification Agreement shall control. Borrower assumes, ratifies and agrees to be bound by and subject to the terms of the Note and Deed of Trust as modified hereby. A breach of this Modification Agreement shall be a default under the Note and Deed of Trust, each of which are incorporated herein by this reference. This agreement shall be binding upon the parties and their respective heirs, personal representatives, successors and assigns. This agreement is made in and shall be construed in accordance with the laws of Nevada.

4. Borrower requests and Lender hereby agrees to make, provided Borrower's warranties and representations set forth herein are true and correct, an advance under the Note in the principal amount of the Additional Advance as payment to Lender of all or part of the purchase price of the New Property and, if applicable, the Loan Fee. The Note is hereby modified to provide that the principal balance outstanding under the Note is increased by the amount of the Additional Advance thereby totalling the New Principal Balance.

5. Effective one month prior to the New Payment Commencement Date, the Note is hereby modified to provide that, notwithstanding any provision in the Note to the contrary including any which might provide for changes to the interest rate based on changes in an interest rate index, effective one month prior to the New Payment Commencement Date, the interest rate charged under the Note shall be and remain fixed at the New Interest Rate.

6. The Note is hereby modified to provide that, commencing with that scheduled monthly principal and interest payment due and payable on the New Payment Commencement Date, and monthly thereafter, Borrower shall make monthly principal and interest payments in the amount of the New Principal and Interest Payment.

7. The Note is hereby modified to provide that, commencing with that scheduled monthly principal and interest payment due and payable on the New Payment Commencement Date, and monthly thereafter, Borrower agrees to pay simultaneously with the New Principal and Interest Payment a monthly collection fee in the amount of the New Monthly Collection Fee for servicing the Note.

8. The maturity date of the Note is hereby amended to be the New Maturity Date, at which time the entire outstanding balance owing under the Note shall be due and payable in full.

9. The legal description set forth in the Deed of Trust is hereby modified to add the legal description of the New Property.

10. A full release or discharge of the Deed of Trust shall automatically release and discharge this Modification Agreement with respect to the effect thereof upon the Property and the New Property.

IN WITNESS WHEREOF, Lender and Borrower have executed and delivered this Note and Deed of Trust Modification Agreement as of the Date first set forth above in Stateline, Douglas County, Nevada.

"Lender"

"Borrower"

Harich Tahoe Developments

By: Jan S. Martin
Jan S. Martin
Manager, Loan Operations

Winnie Sit
Winnie Sit

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

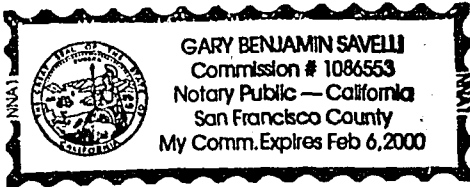
State of CALIFORNIA

County of SAN FRANCISCO

On 3/13/97 before me, GARY BENJAMIN SAVELLI, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared WINNIE SIT
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: NOTE & DEED OF TRUST MODIFICATION AGREEMENT

Document Date: 3/13/97 Number of Pages: 2

Signer(s) Other Than Named Above: same

Capacity(ies) Claimed by Signer(s)

Signer's Name: WINNIE SIT

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, a notary public in and for said county and state, personally appeared _____, personally known or proven to me to be the person who executed the above instrument.

NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 19____, before me, a notary public in and for said county and state, personally appeared _____, personally known or proven to me to be the person who executed the above instrument.

NOTARY PUBLIC

STATE OF NEVADA)
) SS
COUNTY OF DOUGLAS)

On this 16th day of MARCH, 1997, before me, a notary public in and for said county and state, personally appeared Jan S. Martin, who is the Loan Operations Manager of Harich Tahoe Developments, a Nevada general partnership, personally known to me to be the person who executed the above instrument, and she acknowledged to me that she executed the same for and on behalf of the corporation for the purposes therein stated.

Debbie L. Lindstrom
NOTARY PUBLIC

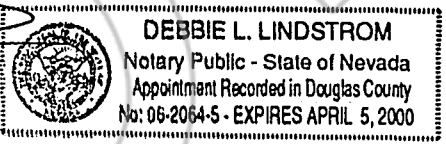


EXHIBIT "A" (28)

An undivided 1/102nd interest as tenants in common in and to that certain real property and improvements as follows: (A) An undivided 1/50th interest in and to Lot 28 as shown on Tahoe Village Unit No. 3-13th Amended Map, recorded December 31, 1991, as Document No. 268097, rerecorded as Document No. 269053, Official Records of Douglas County, State of Nevada, excepting therefrom Units 1 through 50 (inclusive) as shown on said map; and (B) Unit No. 044 as shown and defined on said map; together with those easements appurtenant thereto and such easements described in the Fourth Amended and Restated Declaration of Time Share Covenants, Conditions and Restrictions for The Ridge Tahoe recorded February 14, 1984, as Document No. 096758, as amended, and in the Declaration of Annexation of The Ridge Tahoe Phase Six, recorded December 18, 1990, as Document No. 241238, as amended by Amended Declaration of Annexation of The Ridge Tahoe Phase Six, recorded February 25, 1992, as Document No. 271727, and as described in the Recitation of Easements Affecting The Ridge Tahoe recorded February 24, 1992, as Document No. 271619, and subject to said Declarations; with the exclusive right to use said interest, in Lot 28 only, for one week every other year in EVEN -numbered years in accordance with said Declarations.

A portion of APN: 42-254-44

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

'97 MAR 27 AIO:20

0409274

BK 0397 PG 4294

LINDA SLATER
RECORDER
\$ 11.00 PAID kg DEPUTY