

MODIFICATION AGREEMENT

Account Number: 3402648A

Date: August 5, 1997

THIS 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 Constance McGuire, Patrick M. McGuire, Brandon M. McGuire and Kimberly D. McGuire (hereinafter jointly and severally "Borrower"), having the address of 4858 Cabrillo Point, Byron, CA 94514, and modifies the Note hereinafter defined.

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

a. Note: that Promissory Note dated October 25, 1987, in the original principal balance of \$12,800.00 executed by Patrick R. McGuire, Constance J. McGuire and Patrick M. McGuire (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 1187 at Page 1546 as Document Number 166198, as amended if applicable.

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

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 been or 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 terms.

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. 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. A breach of the agreement shall be a default under the Note and Deed of Trust, each of which are incorporated herein by this reference. Lender, at its discretion, shall obtain such endorsements to Lender's policy of title insurance respecting the Deed of Trust as Lender deems necessary or advisable as a result of this Modification Agreement, and Borrower agrees to pay or reimburse Lender any costs therefor or related thereto upon demand. This agreement shall be binding upon the parties respective heirs, personal representatives, successors and assigns. This agreement is made in and shall be construed in accordance with the laws of Nevada. In the event this Modification Agreement is recorded in the Official Records, a release of the Deed of Trust shall automatically operate to release this agreement with respect to its effect upon the property described in and encumbered by the Deed of Trust.

2. Borrower hereby (a) assumes and agrees to pay the Note and to fulfill the obligations of the Note Maker in accordance with the terms and conditions of the Note, (b) assumes the obligations and agrees to abide and be bound by the covenants, conditions and agreements of the trustor as set forth in the Deed of Trust, and (c) waives presentment, demand, protest, and notice of nonpayment and protest together with any and all claims of exemptions, offsets, and homestead rights. Upon assumption of the obligations of the Note Maker and trustor by the Borrower and payment by Borrower of any applicable assumption, document preparation, recording, or other fees related to this transaction, Lender agrees to release and discharge the Note Maker, if not a Borrower hereunder, from any recourse under the Note and Deed of Trust. Borrower agrees to perform and be bound by all of the terms and conditions contained in the time share declaration applicable to the property described in and encumbered by the Deed of Trust and the articles of incorporation, bylaws, and rules and regulations of the property owners association charged with managing said property.

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

"Lender"

Harich Tahoe Developments  
By Jan S. Martin  
Jan S. Martin  
Loan Operations Manager

"Borrower"

Constance McGuire  
Constance McGuire  
Patrick M. McGuire  
Patrick M. McGuire

Brandon M. McGuire

Kimberly D. McGuire

THIS INSTRUMENT IS BEING RECORDED AS AN ACCOMMODATION ONLY. NO LIABILITY, EXPRESSED OR IMPLIED, IS ASSUMED AS TO ITS REGULARITY OR SUFFICIENCY NOR AS TO ITS AFFECT, IF ANY, UPON TITLE TO ANY REAL PROPERTY DESCRIBED THEREIN.

STEWART TITLE OF DOUGLAS COUNTY

THIS DOCUMENT IS EXECUTED IN COUNTERPART EACH OF WHICH IS DEEMED TO BE AN ORIGINAL, BUT SUCH COUNTERPARTS TOGETHER CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

MODIFICATION AGREEMENT

Account Number: 3402648A

Date: August 2, 1997

THIS 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 Constance McGuire, Patrick M. McGuire, Brandon M. McGuire and Kimberly D. McGuire (hereinafter jointly and severally "Borrower"), having the address of 4858 Cabrillo Point, Byron, CA 94514, and modifies the Note hereinafter defined.

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b. Deed of Trust: that Deed of Trust and Assignment of Rents recorded in the Official Records in Book 1187 at Page 1546 as Document Number 166198, as amended if applicable.

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

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 been or 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 terms.

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. 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. A breach of the agreement shall be a default under the Note and Deed of Trust, each of which are incorporated herein by this reference. Lender, at its discretion, shall obtain such endorsements to Lender's policy of title insurance respecting the Deed of Trust as Lender deems necessary or advisable as a result of this Modification Agreement, and Borrower agrees to pay or reimburse Lender any costs therefor or related thereto upon demand. This agreement shall be binding upon the parties respective heirs, personal representatives, successors and assigns. This agreement is made in and shall be construed in accordance with the laws of Nevada. In the event this Modification Agreement is recorded in the Official Records, a release of the Deed of Trust shall automatically operate to release this agreement with respect to its effect upon the property described in and encumbered by the Deed of Trust.

2. Borrower hereby (a) assumes and agrees to pay the Note and to fulfill the obligations of the Note Maker in accordance with the terms and conditions of the Note, (b) assumes the obligations and agrees to abide and be bound by the covenants, conditions and agreements of the trustor as set forth in the Deed of Trust, and (c) waives presentment, demand, protest, and notice of nonpayment and protest together with any and all claims of exemptions, offsets, and homestead rights. Upon assumption of the obligations of the Note Maker and trustor by the Borrower and payment by Borrower of any applicable assumption, document preparation, recording, or other fees related to this transaction, Lender agrees to release and discharge the Note Maker, if not a Borrower hereunder, from any recourse under the Note and Deed of Trust. Borrower agrees to perform and be bound by all of the terms and conditions contained in the time share declaration applicable to the property described in and encumbered by the Deed of Trust and the articles of incorporation, bylaws, and rules and regulations of the property owners association charged with managing said property.

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

"Lender"

Harich Tahoe Developments

By: Jan S. Martin, Loan Operations Manager

"Borrower"

Constance McGuire, Patrick M. McGuire, Brandon M. McGuire, Kimberly D. McGuire

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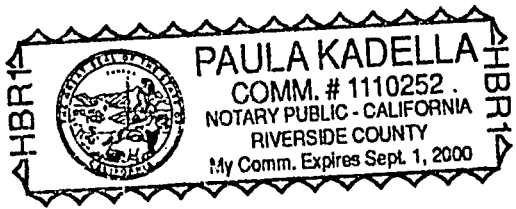
STATE OF CALIFORNIA }  
COUNTY OF RIVERSIDE } SS.

On Aug. 5, 1997 before me, the undersigned, a Notary Public in and for said State,  
Constance J. McGuire

personally appeared and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her 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 Paula Kadella Notary Public in and for said State.

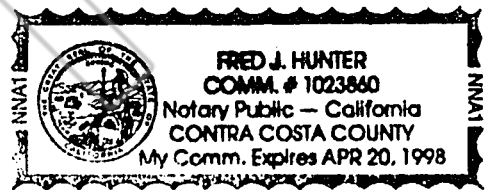


STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) SS

JURAT.FRM

On this 30th day of JULY, 1997, before me, a notary public in and for said county and state, personally appeared PATRICK M. MCGUIRE, personally known or proven to me to be the person who executed the above instrument.

Fred J. Hunter  
NOTARY PUBLIC

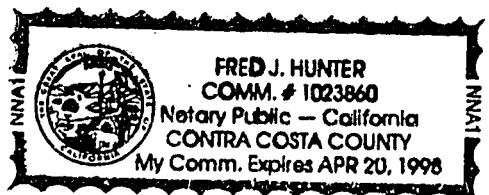


STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) SS

JURAT.FRM

On this 2nd day of AUGUST, 1997, before me, a notary public in and for said county and state, personally appeared BRANDON M. MCGUIRE, personally known or proven to me to be the person who executed the above instrument.

Fred J. Hunter  
NOTARY PUBLIC



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STEWART TITLE OF DOUGLAS COUNTY

0420364

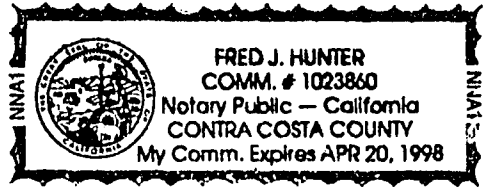
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STATE OF CALIFORNIA )  
COUNTY OF CONTRA COSTA ) SS

JURAT.FRM

On this 2<sup>ND</sup> day of AUGUST, 1997, before me, a notary public in and for said county and state, personally appeared RIMBERLY D. McGUIRE personally known or proven to me to be the person who executed the above instrument.

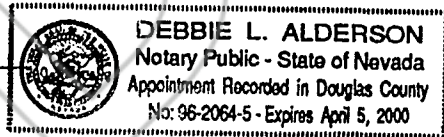
Fred J. Hunter  
NOTARY PUBLIC



STATE OF NEVADA )  
COUNTY OF DOUGLAS ) SS )

On this 21<sup>ST</sup> day of AUGUST, 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. Alderson  
NOTARY PUBLIC



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STEWART TITLE OF DOUGLAS COUNTY

REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'97 AUG 28 A10:00

0420364

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LINDA SLATER  
RECORDER  
\$10 PAID KJ DEPUTY