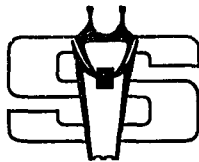


WHEN RECORDED MAIL TO:

MR. AND MRS. HARLEY PINNEY
1636 MACKLAND AVE.
MINDEN, NV 89423

APN: 17-200-18



Sanctity of Contract

STEWART TITLE

MODIFICATION AGREEMENT

1650 N. LUCERNE
MINDEN, NV. 89423
Tel: (775) 782-2208
FAX: (775) 782-4601

9M080470

Escrow No: ACCO. 1461LH

THIS AGREEMENT, made this 26th day of October, 1999, by and between Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust dated January 31, 1995, First Party (Beneficiary)

and Daniel R. Hickey and Laurel C. Hickey, Second Party (Trustor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated November 13, 1997 executed by

Daniel R. Hickey and Laurel C. Hickey, as Trustor to

Marquis Title & Escrow, Inc., a Nevada corporation, as Trustee, and

Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust date January 31, 1995, as Beneficiary; which Deed of Trust was recorded on November 14, 1997 in Book 1197, Page 2971-2972, as Document No. 426397, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated November 13, 1998 in the sum of \$25,000.00, executed by Daniel R. Hickey and Laurel C. Hickey, husband and wife, in favor of Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust dated January 31, 1995,

WHEREAS, a Modification Agreement dated November 3, 1998, executed by Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust dated January 31, 1995, First Party, and Daniel R. Hickey and Laurel C. Hickey, Second Party, recorded November 4, 1998 in Book 1198, Page 891, as Document No. 453322, Official Records of Douglas County, extending the

Continued on next page

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maturity dated to on or before November 14, 1999;

WHEREAS, a Notice of Advance under Deed of Trust, dated November 3rd, 1998, in the amount of \$30,000.00, executed by Daniel R. Hickey and Laurel C. Hickey, Second Party, and Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust dated January 31, 1995, First Party, was recorded on November 4, 1998 in Book 1198, Page 894, as Document No. 453323, Official Records of Douglas County, evidencing an Additional Advance Note dated November 3, 1998 in the amount of \$30,000.00, executed by Daniel R. Hickey and Laurel C. Hickey, husband and wife, in favor of Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust dated January 31, 1995;

AND WHEREAS, the Second Party is desirous of modifying the terms of said Note's and the First Party is willing to modify the terms of the said Note's;

NOW THEREFORE, in consideration of the promises and agreements hereafter contained to be performed by the Second Party, the Parties do hereby agree as follows: The maturity date of the first mentioned Note and second mentioned Additional Advance Note shall be on or before November 14, 2000.

Said modification of the terms of payment shall in no manner or respect alter any of the other terms, covenants and conditions of said Promissory Note's or the Deed of Trust securing them.

The Second party hereby represents and warrants that there are no other liens or encumbrances of any nature whatsoever on or against the real property mentioned in said Deed of Trust, except as follows: NONE.

FIRST PARTY

DANIEL R. HICKEY

LAUREL C. HICKEY

STATE OF _____)

SECOND PARTY

THE PINNEY FAMILY 1995 TRUST DATED
JANUARY 31, 1995

Harley J. Pinney Trustee

HARLEY J. PINNEY, TRUSTEE

Theresa C. Pinney Trustee

THERESA C. PINNEY, TRUSTEE

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*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.

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maturity dated to on or before November 14, 1999;

WHEREAS, a Notice of Advance under Deed of Trust, dated November 3rd, 1998, in the amount of \$30,000.00, executed by Daniel R. Hickey and Laurel C. Hickey, Second Party, and Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust dated January 31, 1995, First Party, was recorded on November 4, 1998 in Book 1198, Page 894, as Document No. 453323, Official Records of Douglas County, evidencing an Additional Advance Note dated November 3, 1998 in the amount of \$30,000.00, executed by Daniel R. Hickey and Laurel C. Hickey, husband and wife, in favor of Harley J. Pinney, Trustee and Theresa C. Pinney, Trustee of the Pinney Family 1995 Trust dated January 31, 1995;

AND WHEREAS, the Second Party is desirous of modifying the terms of said Note's and the First Party is willing to modify the terms of the said Note's;

NOW THEREFORE, in consideration of the promises and agreements hereafter contained to be performed by the Second Party, the Parties do hereby agree as follows: The maturity date of the first mentioned Note and second mentioned Additional Advance Note shall be on or before November 14, 2000.

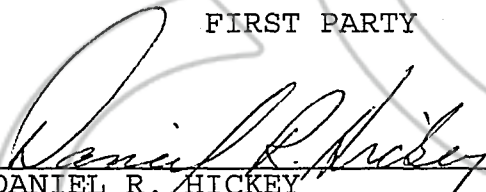
Said modification of the terms of payment shall in no manner or respect alter any of the other terms, covenants and conditions of said Promissory Note's or the Deed of Trust securing them.

The Second party hereby represents and warrants that there are no other liens or encumbrances of any nature whatsoever on or against the real property mentioned in said Deed of Trust, except as follows: NONE.

FIRST PARTY

SECOND PARTY

THE PINNEY FAMILY 1995 TRUST DATED
JANUARY 31, 1995



DANIEL R. HICKEY

HARLEY J. PINNEY, TRUSTEE



LAUREL C. HICKEY

THERESA C. PINNEY, TRUSTEE

STATE OF Nevada)

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*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.

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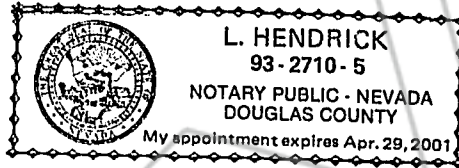
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ESCROW NO.: 1461LH

COUNTY OF Douglas) ss.

This instrument was acknowledged before me
on 11-18-99 by Daniel R. Hickey and Laurel C. Hickey

L. Hendrick
Notary Public

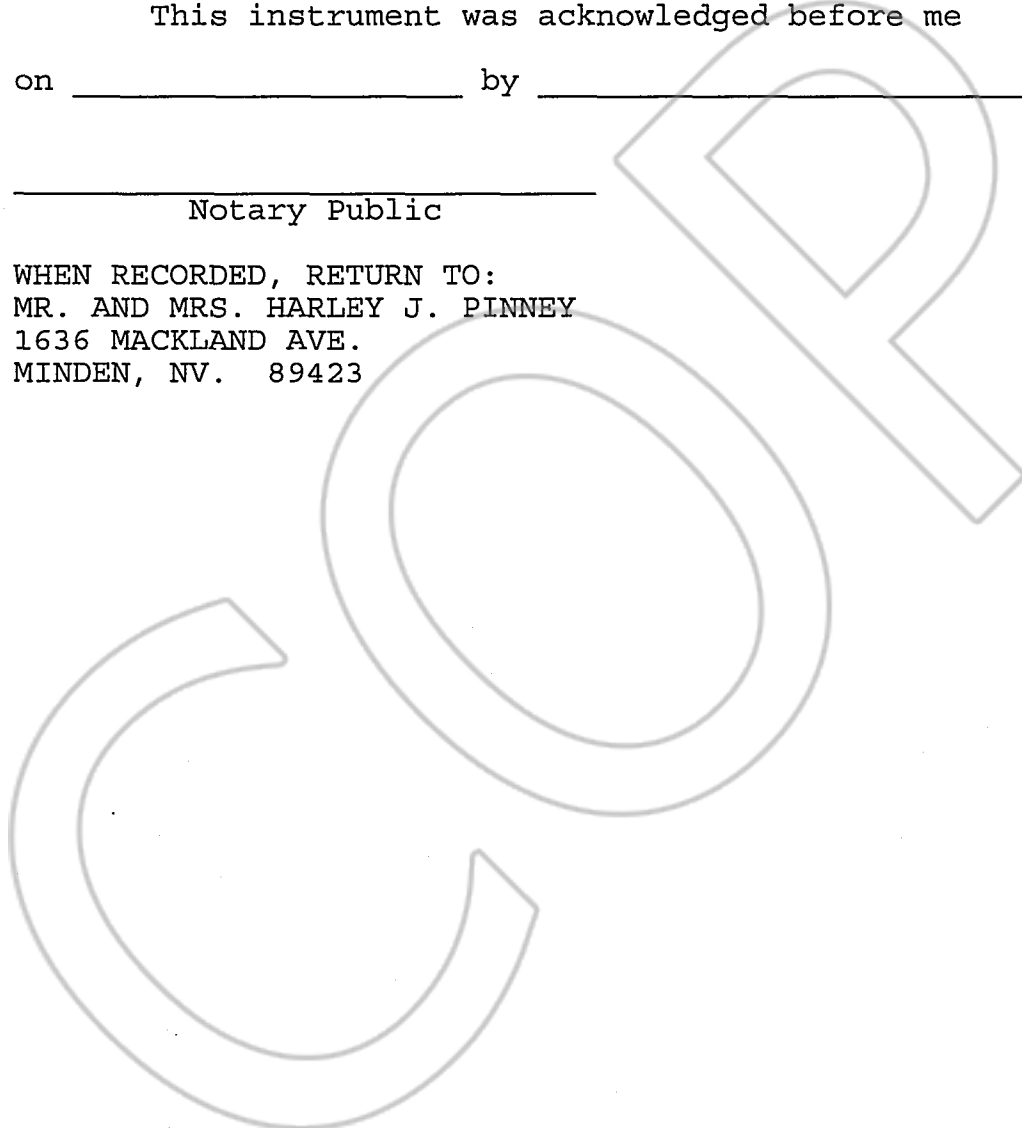


STATE OF _____)
COUNTY OF _____) ss.

This instrument was acknowledged before me
on _____ by _____

Notary Public

WHEN RECORDED, RETURN TO:
MR. AND MRS. HARLEY J. PINNEY
1636 MACKLAND AVE.
MINDEN, NV. 89423



0481485

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COUNTY OF _____) ss.

This instrument was acknowledged before me

on _____ by _____

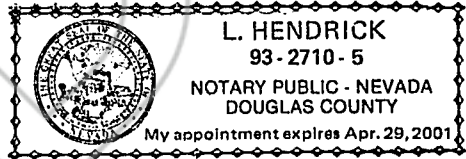
Notary Public

STATE OF Nevada)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me

on Oct. 29, 1999 by Harley J. Pinney & Theresa C. Pinney.

L. Hendrick
Notary Public



WHEN RECORDED, RETURN TO:
MR. AND MRS. HARLEY J. PINNEY
1636 MACKLAND AVE.
MINDEN, NV. 89423

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 NOV 29 AM 9:47

LINDA SLATER
RECORDER

PAID LL DEPUTY

0481485

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