

OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS

COUNTY

Douglas County - NV

Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00

BK-0207 PG- 4800 RPTT: 0.00

APN 1219-11-001-014
Escrow No: 0601000253A

MODIFICATION,

WHEN RECORDED, RETURN TO: AGREEMENT

MND, LTD
P.O. Box 277
Zephyr Cove, NV 89448



THIS AGREEMENT, made this 15th day of February, 2007 by MND, Ltd., a Nevada Limited Liability Company, as to an undivided 50% interest, and Jack B. Willis, Trustee of the Jack B. Willis Revocable Living Trust dated July 1, 1992, as to an undivided 50% interest, First Party (Beneficiary)

and Mike Hickey Construction, Inc., a Nevada Corporation, Second Party (Tristor)

WITNESSETH:

WHEREAS, the Second Party is the owner of that certain real property described in the Deed of Trust dated February 14, 2006 executed by

Second Party, as Tristor to

Stewart Title of Douglas County, as Trustee, and

First Party, as Beneficiary;

which Deed of Trust was recorded on February 15, 2006, in Book 0206 at Page 4764, as Document No. 0667974, Official Records of Douglas County;

which Deed of Trust was given as security for a Note dated February 14, 2006 in the sum of \$500,000.00, executed by Second Party, in favor of First Party.

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

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:

Maturity date of Note shall be extended from February 15,

Continued on next page

ESCROW NO.: 060100253A

2007 to February 15, 2008.

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 or the Deed of Trust securing it.

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

Borrower:
MIKE HICKEY CONSTRUCTION, INC.
A NEVADA CORPORATION

James Michael Hickey
JAMES MICHAEL HICKEY, PRESIDENT

Beneficiary:

MND, LTD.
A NEVADA LIMITED LIABILITY COMPANY

JACK B. WILLIS REVOCABLE
LIVING TRUST DTD 7/1/92

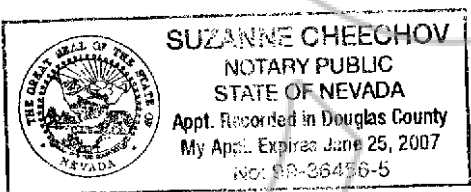
BY: _____
MICKIE HEMPLER, MEMBER
TRUSTEE

BY: _____
JACK B. WILLIS,

STATE OF NV)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me Suzanne Cheechov
on 2/15/07 by James Michael Hickey.

Suzanne Cheechov
Notary Public



ESCROW NO.: 060100253A

2007 to February 15, 2008.

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Borrower:
MIKE HICKEY CONSTRUCTION, INC.
A NEVADA CORPORATION

JAMES MICHAEL HICKEY, PRESIDENT

Beneficiary:

MND, LTD.
A NEVADA LIMITED LIABILITY COMPANY

JACK B. WILLIS REVOCABLE
LIVING TRUST DTD 7/1/92

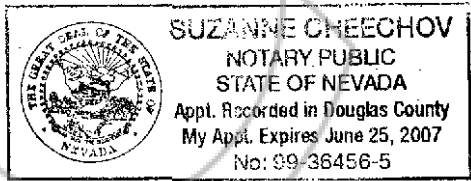
BY: Mickie Hempler
MICKIE HEMPLER, MEMBER
TRUSTEE

BY: Jack B. Willis, Trust
JACK B. WILLIS,

STATE OF NV)
COUNTY OF Douglas) ss.

This instrument was acknowledged before me Suzanne Cheechov
on 2/15/07 by Mickie Hempler and Jack B. Willis

Suzanne Cheechov
Notary Public



**EXHIBIT "A"
LEGAL DESCRIPTION**

Order No.: 060100253

The land referred to herein is situated in the State of Nevada,
County of, described as follows:

Parcel 3-A, as set forth on that certain Parcel Map LDA
#03-033 for MOTTSVILLE MEADOWS filed for record in the
office of the County Recorder of Douglas County, Nevada on
July 20, 2005 in Book 0705, at Page 8112, as Document No.
619273.

APN 1219-11-001-014