

APN: 1318-10-310-002
WHEN RECORDED MAIL TO:
HEMPLER LEPIRE
396 E. COUNTRY CLUB DRIVE
HENDERSON, NV 89015

Douglas County - NV
Karen Ellison - Recorder

Page: 1 Of 3 Fee: 16.00
BK-0812 PG- 2807 RPTT: 0.00

MODIFICATION AGREEMENT



THIS AGREEMENT, is made and entered into this 12th day of March, 2012, by and between Gary W. Richert and Sarah B. Richert, husband and wife as joint tenants (hereinafter called "Makers") and Hempler LePire, a Nevada General Partnership (hereinafter called "Lenders").

WHEREAS, Makers executed that certain Note dated January 13, 2010, in the amount of TWO HUNDRED FIFTY THOUSAND AND 00/100, (\$250,000.00), in favor of Lender, which Note is secured by that certain Deed of Trust dated January 13, 2010 and executed by Makers, to Northern Nevada Title Company, a Nevada corporation, as ORIGINAL Trustee, for the benefit of Lender, as beneficiary, which Deed of Trust was recorded on January 19, 2010, in Book 0110 Official Records, Page 3502, as Document No. 0757371, in the office of the County Recorder of Douglas, Nevada;

WHEREAS, Makers desire to obtain from Lender certain modifications to the interest rate and monthly installments as called for in said Note;

WHEREAS, Lender is willing to grant said modifications to the interest rate and monthly installments provided that Makers agree to certain modifications in the terms and conditions of said Note;

NOW THEREFORE, in consideration of their mutual covenants and promises, the parties hereto agree as follows:

1. The unpaid balance of principal now due upon said promissory note is the sum of \$250,000.00 with interest thereon at the rate of 10% per annum.

2. The balance due upon said promissory note as aforesaid shall be paid in the following manner and the terms of said promissory note changed and modified as follows to wit:

An additional advance of \$100,000.00 shall be made on April 2, 2012, making the new principal balance \$350,000.00 The interest rate shall be reduced from 10% per annum to 9% per annum. Maturity date is extended to April 19, 2013.

Payable in monthly INTEREST-ONLY installments, or more, on the then unpaid balance payable on the 19th day of each and every month until April 19, 2013, at which time a balloon payment of unpaid principal together with accrued interest shall become all due and payable.

(Provided that there are no principal reductions or additions made during the term of the note, the interest only payments shall remain at \$2,625.00 per month.)

3. That in all other respects said note and said deed of trust shall remain unaffected, unchanged and unimpaired by reason of the execution of this agreement.

4. That second party agrees to pay said promissory note according to the terms thereof as herein changed and modified and agrees to perform all of the acts to be performed by the trustor under the terms of said deed of trust.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

("Lender")

("Makers")

Hempler LePire, a Nevada General Partnership

[Signature]
Joseph P. LePire, Partner

[Signature]
Phillip Hempler, Partner

[Signature]
Gary W. Richert

[Signature]
Sarah B. Richert

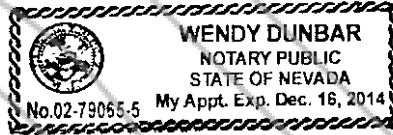
STATE OF Nevada

COUNTY OF Douglas

ON 3-30-12 BEFORE ME, Wendy Dunbar
A NOTARY PUBLIC, PERSONALLY APPEARED:
Joseph P. LePire + Phillip Hempler
KNOWN TO ME OR PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) APPEAR ON THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT
SHE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]
NOTARY PUBLIC



IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

("Lender")

("Makers")

Hempler LePire, a Nevada General Partnership

Joseph P. LePire, Partner

Phillip Hempler, Partner

Gary W. Richert
Sarah B. Richert

STATE OF Nevada

COUNTY OF Douglas

ON 4-2-12 BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED:
Gary W. Richert and Sarah B. Richert
KNOWN TO ME OR PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) APPEAR ON THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT
SHE EXECUTED THE SAME.

WITNESS MY HAND AND OFFICIAL SEAL

Wendy Dunbar
NOTARY PUBLIC

