

APN: 11-192-03; 11-200-73

NEWCOURT COMMERCIAL FINANCE CORPORATION

MODIFICATION AGREEMENT

THIS MODIFICATION AGREEMENT TO PROMISSORY NOTE AND MORTGAGE ("Agreement") is made effective this 6th day of December, 1999, by and between Givers Gain, LLC, whose address is 2755 E. Desert Inn Road, Suite 100, Las Vegas, NV 89121, ("Debtor"), and Newcourt Commercial Finance Corporation (f/k/a AT&T Commercial Finance Corporation), whose address is P.O. Box 0827, Parsippany, New Jersey, 07054 ("Secured Party").

RECITALS

A. Debtor, as Maker, executed a Promissory Note ("Note") dated August 14, 1998, in the original principal sum of One Million Three Hundred Thirty Three Thousand and no/100's (\$1,333,000.00), in favor of Secured Party, as Holder, which was modified by Modification Agreement dated June 17, 1999, which increased the principal amount due under the Note to One Million Seven Hundred Eighty Seven Thousand Dollars and no/100's (\$1,787,000.00).

B. The payment of the Note is secured by 1) a Uniform Commercial Code Financing Statement and Security Agreement, dated August 14, 1998 covering the equipment and property described more fully therein (the "Security Agreement") and which Uniform Commercial Code Financing Statement(s) were filed for record in the Office of the Secretary of State of Nevada and the Lincoln County Real Estate Records Office; and, 2) a Mortgage and Security Agreement ("Mortgage"), dated August 14, 1998, recorded August 19, 1998 in Book 136, Page 445, in recorder's office of Lincoln County.

C. Debtor and Secured Party desire to advance an additional Three Hundred Ten Thousand Dollars and no/100's (\$310,000.00). The additional advance, by virtue of this Agreement, is to be secured by the Security Agreement and Mortgage.

D. Debtor and Secured Party now desire, as set forth below, to modify the terms and conditions of the Note, Security Agreement and Mortgage.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants herein contained, Debtor and Secured Party agree as follows:

1. Additional Advance. The current principal balance due under the Note and Security Agreement is One Million Seven Hundred Eighty Seven Thousand Dollars and no/100's (\$1,787,000.00). Debtor has requested and Secured Party has agreed to increase the loan to Debtor by Three Hundred Ten Thousand Dollars and no/100's (\$310,000.00), so that the principal amount due under the Note shall amount to Two Million Ninety Seven Thousand Dollars and no/100's (\$2,097,000.00), to be secured by the Security Agreement and Mortgage.

2. Interest Rate. Interest shall accrue on the unpaid principal balance at the rate of One and One Half percent (1.50%) per annum above the Prime Rate.

3. Modification of Note Term. Debtor and Secured Party agree that the Note dated August 14, 1998, paragraphs One and Three are hereby amended to read as follows:

FOR VALUE RECEIVED, the undersigned, jointly and severally if more than one, promises to pay to the order of AT&T Commercial Finance Corporation or its successors or assigns at PO Box 440, 2 Gatehall Drive, Parsippany, New Jersey 07054-0440 or such other place as the holder hereof may from time to time designate in writing, the principal sum of Two Million Ninety Seven Thousand Dollars and no/100's (\$2,097,000.00) plus interest on the unpaid principal balance at the fluctuating rate of One and One Half percent (1.50%) per annum above the Prime Rate. The "Prime Rate" is defined as the Prime Rate as published from time to time in the Money Rates section of The Wall Street Journal, or if no such rate is published in The Wall Street Journal, then the nearest comparable published rate, as determined by the holder of this Note. Interest shall be calculated on the basis of the actual number of days elapsed over a year of 365 days.

Installments of interest only shall be payable on the first day of the month following the date of first disbursement of this Note until final disbursement. Then, equal monthly installments of principal and interest in the amount of \$19,055.00 will be due on the first day of the month commencing fifteen full months following the date of this Note and on the first day of each and every month thereafter, and the entire unpaid principal balance together with accrued and unpaid interest and other charges shall be due on or before January 1, 2025. Unless and until the amount of any installment changes as set forth herein, the monthly amount of principal and interest payments shall be \$19,055.00. Upon any change in the interest rate, such monthly principal and interest payment shall be adjusted to amortize the remaining loan balance in equal monthly payments of principal and interest over the remaining term of this Note.

4. Security Agreement, Uniform Commercial Code Filings and Mortgage. Debtor acknowledges that the security interest granted and created in the Security Agreement and perfected as evidenced by the filing of the Uniform Commercial Code Financing Statement, as well as the security interest granted and created in the Mortgage shall remain in full force and effect against the equipment and property (both real and personal) covered thereby until the unpaid balance of the indebtedness represented by the Note, as modified herein, together with all interest thereon, as provided to be paid herein, is fully and finally paid together with any other liability or obligation of Debtor to Secured Party.

5. Representations of Debtor. Debtor expressly represents, and this Agreement is executed by Secured Party and is to be effective only upon the condition, that the equipment and property (both real and personal) encumbered by the Mortgage and Security Agreement is subject to no further encumbrances of record, either prior to or subsequent to the filing of the Mortgage or the Uniform Commercial Code Financing Statement. Any encumbrance shall constitute an event of default.

6. No Change in Force or Effect of Note, Mortgage and Security Agreement. Secured Party agrees to the modification of the terms of the Note, Mortgage and Security Agreement to the extent set forth in this Agreement, but only on the condition that the terms and conditions of the Agreement shall not, in any way, prejudice any present or future rights, remedies, benefits or powers belonging or accruing to Secured Party under either the terms of the Note, Mortgage or Security Agreement as amended by this Agreement. All terms and conditions of the Note, Mortgage and the Security Agreement and any and all other security documents securing payment of the indebtedness evidenced by the Note, except as herein modified, shall be and are hereby reaffirmed. This Agreement shall in no way be interpreted or construed as a release or extinguishment of any part of the indebtedness evidenced by the Note, and nothing contained herein shall in any manner diminish or impair the rights, title, powers, liens and equities which the Secured Party or any other holder of the Note may have under the terms of the Mortgage and Security Agreement, and any and all other security documents securing payment of the indebtedness evidenced by the Note.

7. Attachment to Note. Debtor and Secured Party agree to attach the original of this Agreement to the original Note, and this Agreement, when duly executed by all parties, shall constitute a "Modification" of the Note.

8. No Further Modification of Note, Mortgage or Security Agreement. Except as expressly provided otherwise in this Agreement, the Note, Mortgage and Security Agreement shall remain unaffected, unchanged, and unimpaired by reason of the terms and conditions of this Agreement.

9. Conflict. When the terms and provisions contained in the Note, Mortgage and Security Agreement in any way conflict with the terms and provisions contained in this Agreement, the terms and provisions herein contained shall prevail.

10. Debtor and Guarantor Confirmation. The Debtor and Guarantors of the Note hereby acknowledge and confirm to Secured Party that, as of the date hereof, the Note, as modified hereby, is a valid obligation of the Debtor, enforceable in accordance with its terms without any defense or offset, and the Guarantors by execution hereof, consent to the modification of the Note, Mortgage and Security Agreement set forth herein and confirm that their obligations for the payment of the indebtedness evidenced by the Note, as modified by this Agreement, shall continue in full force and effect, and that there are no offsets or defenses thereto.

11. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to this Agreement.

12. Execution. This Agreement is executed on the day and year first above written.

DESTOR:  
Givers Gain, LLC

By: Michael W. Knapp  
Michael W. Knapp, Member

By: JoAnn M. Knapp  
JoAnn M. Knapp, Member

GUARANTORS:  
Rapport Leadership International

By: Michael W. Knapp  
Michael W. Knapp, President

Michael W. Knapp  
Michael W. Knapp, Individually

JoAnn M. Knapp  
JoAnn M. Knapp, Individually

SECURED PARTY:  
NEWCOURT COMMERCIAL FINANCE CORPORATION

By: Pamela K. Scott

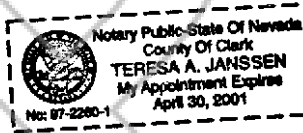
Pamela K. Scott, Assistant Vice President

STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on the 6 day of December 1999 by Michael W. Knapp and JoAnn M. Knapp, Members of Givers Gain, LLC.

Teresa A. Janssen  
NOTARY PUBLIC

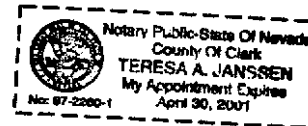


STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on the 6 day of December 1999 by Michael W. Knapp, President of Rapport Leadership International.

Teresa A. Janssen  
NOTARY PUBLIC

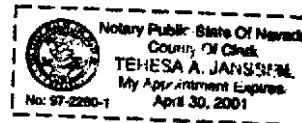


STATE OF NEVADA

COUNTY OF Clark

This instrument was acknowledged before me on the 6 day of December 1999 by Michael W. Knapp and JoAnn M. Knapp.

Teresa A. Janssen  
NOTARY PUBLIC



STATE OF COLORADO )

COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 7th day of December 1999 by Frank A. Scott as AVP of Newcourt Commercial Finance Corporation.

Witness my hand and official seal.

*Kimberly Hellweg*  
Notary Public  
My Commission Expires 03/2002

KIMBERLY M. HELLWEG  
NOTARY PUBLIC  
STATE OF COLORADO

My commission expires

**EXHIBIT A**

That portion lying in the East Half of Section 31 and the West Half of Section 32, Township 6 South, Range 61 East M.D.B.&M. more particularly described as follows:

Parcel 1 of that certain parcel map recorded February 5, 1997 in the Office of the County Recorder of Lincoln County, Nevada in Book B of Plans page 19 as File No. 108146, Lincoln County, Nevada records.

No. **113946**  
FILED AND RECORDED AT REQUEST OF  
Cow County Title  
February 2, 2000  
AT 45 MINUTES PAST 04 O'CLOCK  
P. M. IN BOOK 146 OF OFFICIAL  
RECORDS, PAGE 175 LINCOLN  
COUNTY, NEVADA.

Leslie Boucher  
COUNTY RECORDER  
By Debra Securis Deputy