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OFFICIAL RECORD
Requested By:
BANK OF AMERICA

APN: 1320-05-001-026

Douglas County - NV
Werner Christen - Recorder

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Page: 1 Of 16 Fee: 29.00
BK-0407 PG- 0170 RPTT: 0.00

~~Jones Vargas
3773 Howard Hughes Parkway
Third Floor South
Las Vegas, Nevada 89169
Attention: Michael Buckley, Esq.~~

✓ Bank of America
GCIB Credit Services
Attn: Workflow Coordinator
1201 Main Street, 6th FL
TX 609 06 07
Dallas, TX. 75202-3113



MODIFICATION AND EXTENSION AGREEMENT
(Including Modification of Deed of Trust)

EFFECTIVE DATE: June 8, 2006

PARTIES: Bank of America, N.A., a national banking association ("**Lender**")
Stiltz Tile, LLC, a Nevada limited-liability company ("**Borrower**")
James A. Stiltz and Stacey M. Stiltz (collectively, "**Guarantor**")
Adrian Stiltz, Frank Bortoli and Carol Ann Stiltz, as Trustees of the
Exemption Trust created under the Will of Gina Bortoli, Deceased
("**Owner**")

RECITALS:

A. Lender has extended a line of credit to Borrower in the original principal amount of One Million Dollars (\$1,000,000) (the "**Loan**") as evidenced by a Deed of Trust Note dated June 8, 2004, executed by Borrower, payable to the order of Lender ("**Note**").

B. Borrower's obligations evidenced by the Note are secured by the following security documents, as may be amended from time to time:

1. Deed of Trust, Assignment, Security Agreement and Fixture Filing by and between Owner, as grantor; PRLAP, Inc., a North Carolina corporation, as trustee; and Lender, as beneficiary, dated June 8, 2004, and recorded June 18, 2004 in the official records of Douglas County, Nevada ("**Official Records**") in Book 0604, page 09760 as Document No. 0616568, encumbering certain interests and items described therein hereinafter; the "**Deed of Trust**". The

interests encumbered by the Deed of Trust include Owner's fee interest in the real property described on Exhibit A attached hereto and incorporated herein by reference (the "Real Property"), which Owner has leased to Guarantor pursuant to that certain Lease Agreement with Option to Purchase, dated October 24, 2003, (the "Lease") entered into between Owner, as landlord, and Guarantor, as tenant.

2. Assignment of Rents and Leases by Guarantor, as assignor, and Lender, as lender, dated June 8, 2004, ("Assignment of Rents") and recorded June 18, 2004 in the Official Records in Book 0604, Page 09787 as Document No. 0616569, assigning Guarantor's interest in any and all subleases affecting the Real Property, including a (a) Commercial Lease and Deposit Receipt, dated February 1, 2004, between Guarantor, as landlord, and Borrower, as lessee (the "Borrower Sublease"); and (b) Commercial Lease and Deposit Receipt, dated February 1, 2004, between Guarantor, as landlord, and Don Amaral, as lessee (the "Don Amaral Sublease").

3. Security Agreement dated June 8, 2004 ("Security Agreement") by Owner, as debtor, to Lender, as the secured party, as evidenced by two UCC Financing Statements one of which was filed with the Nevada Secretary of State on June 21, 2004 as Document No. 2004019527-7, and the other of which was filed with the California Secretary of State on June 21, 2004 as Document No. 0417760366 ("Financing Statements").

C. Guarantor has guaranteed Borrower's obligations to Lender in accordance with the Guaranty Agreement dated June 8, 2004 ("Guaranty").

D. In connection with the Loan, the parties have entered into the following additional agreements (collectively, the "SNDAs"):

1. Subordination, Non-Disturbance and Attornment Agreement, dated as of June 8, 2004, by and among Lender; Owner, as landlord; and Guarantor, as tenant, with respect to the Lease.

2. Subordination, Non-Disturbance and Attornment Agreement dated as of June 8, 2004, by and among Lender; Guarantor, as landlord; and Borrower, as tenant, with respect to the Borrower Sublease.

3. Subordination, Non-Disturbance and Attornment Agreement dated as of June 8, 2004, by and among Lender; Guarantor, as landlord; and Don Amaral, as tenant, with respect to the Don Amaral Sublease.

E. The Note; Deed of Trust; Assignment of Rents; Security Agreement; Financing Statements; Guaranty; SNDAs; that certain environmental indemnity agreement, dated June 8, 2004, by and among Borrower, Guarantor and Lender ("Environmental Indemnity Agreement"); and any other documents executed in connection with the Loan, including those which evidence, guaranty, secure or modify the Loan, as any or all of them may have been amended to date, shall hereinafter be collectively referred to as the "Existing Loan Documents." The Property and all

other assets pledged, assigned or otherwise granted and conveyed to Lender by Owner as collateral security for the Loan shall hereafter be collectively referred to as the "Collateral."

F. As of the Effective Date, the total unpaid principal balance of the Note is Three Hundred Sixty One Thousand Seven Hundred Fifty Six and twelve one-hundredths Dollars (\$361,756.12).

G. The Note currently reflects a Maturity Date of June 8, 2005. Pursuant to that certain correspondence dated June 7, 2005, Lender agreed to grant Borrower a ninety (90)-day extension period, thereby changing the Maturity Date to September 8, 2005. Pursuant to the terms of that certain letter dated October 13, 2005 addressed to James A. Stiltz of Borrower, Lender agreed to extend the Maturity Date to June 8, 2006. Borrower desires to further extend the Maturity Date as set forth below.

H. Borrower desires to reduce the line of credit available to Borrower under the Loan Documents as set forth below.

I. Borrower, Guarantor and Owner believe that the foregoing modifications to the Loan would be in their best interests, and are willing to consent, and agree to reaffirm their respective obligations and continue the effectiveness of their respective Existing Loan Documents as modified by the terms of this agreement (defined below).

J. Lender, although under no obligation to do so, is willing to so modify the Loan, subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. **Accuracy of Recitals.** Borrower, Guarantor and Owner acknowledge that the Recitals set forth above are true, accurate and correct, and are incorporated herein by this reference.

2. **Loan Documents.** This Modification Agreement (this "**Agreement**"), all other documents executed in connection with this Agreement, and the Existing Loan Documents, as modified hereby, are hereinafter collectively referred to as the "**Loan Documents**."

3. **Reaffirmation of Loan.** Borrower, Guarantor and Owner each hereby reaffirms, as of the Effective Date and as of the Closing (as defined in Section 11.5), all of its respective obligations under the Loan Documents, and each acknowledges that it has no claims, offsets or defenses with respect to such obligations or the payment of sums due under the Loan or any Loan Document.

4. **Modifications.** As of the Effective Date of this Agreement, the Existing Loan

Documents are hereby modified and amended as described below:

4.1 Maturity Date. The term "Maturity Date" means Friday, June 8, 2007. Notwithstanding anything to the contrary contained in the Existing Loan Documents, all sums owing on the Loan and under the Loan Documents shall be due and payable no later than the Maturity Date.

4.2 Reduced Line of Credit. The line of credit extended by Lender to Borrower pursuant to the Note shall no longer be the principal face amount of the Note (\$1,000,000), but shall be reduced by Two Hundred Fifty Thousand Dollars (\$250,000), such that the new line of credit as evidenced by the Note is Seven Hundred and Fifty Thousand Dollars (\$750,000) (the "**Reduced Commitment**"), which amount may be borrowed, repaid and reborrowed, from time to time, in accordance with the Note and shall be payable by Borrower to Lender in accordance with the terms of the Loan Documents.

4.3 Default. Failure of Borrower to comply with any provision of this Agreement shall constitute an event of default under all of the Loan Documents and shall entitle Lender to exercise any and all of its rights and remedies under the Loan Documents.

4.4 Address Change. The address of Lender is as follows:

Bank of America, N.A.
GCIB Credit Services
1201 Main Street, 6th Floor
Dallas, Texas 75202

4.5 Consistent Changes. The Existing Loan Documents are hereby amended wherever necessary to reflect the changes described in Sections 4.1 through 4.4.

5. Conditions Precedent. Before any party shall become obligated under this Agreement, all of the following conditions shall have been satisfied at Borrower's sole cost and expense in a manner acceptable to Lender in the exercise of Lender's sole judgment:

5.1 Receipt of Documents. Lender shall have received fully-executed and, where appropriate, acknowledged originals of the following:

- (a) this Agreement;
- (b) the Certificate of Manager (defined in Section 11.1 below);
- (c) a Certificate of Good Standing (defined in Section 11.2 below);
- (d) the Estoppel Certificates (defined in Section 11.3 below); and
- (e) any other documents that Lender may require or request in

accordance with this Agreement or the other Loan Documents.

All of the foregoing documents shall be in such form and content as are acceptable to Lender in the exercise of Lender's sole judgment.

5.2 Title Insurance. Lender shall have received from a title insurer approved by Lender, in its sole discretion, an ALTA Lender's Policy of Title Insurance, in the amount of the Reduced Commitment, together with all endorsements thereto which Lender may require (or an updated endorsement to Lender's existing title insurance policy acceptable to Lender's legal counsel) insuring that Owner owns fee simple title to the Real Property (as defined in the Deed of Trust) and that the lien of the Deed of Trust remains a first priority lien against the fee interest in the Real Property held by Owner, subject only to those exceptions and other matters consented to in writing by Lender, in its sole discretion.

5.3 Reimbursement of Lender's Costs and Expenses. Lender shall have received reimbursement, in immediately available funds, of all costs and expenses incurred by Lender in connection with this Agreement, including charges for recording, filing and legal fees and expenses of Lender's counsel and fees ("**Reimbursable Costs**"). Borrower hereby agrees to pay all such Reimbursable Costs on or before the Closing.

5.4 Representations and Warranties. The representations and warranties of Borrower, Guarantor and Owner contained in this Agreement shall be true and correct.

6. Borrower's Representations and Warranties. To induce Lender to enter into this Agreement Borrower represents and warrants to Lender, as of the Effective Date and as of the Closing, as follows:

6.1 Loan Documents. All representations and warranties made and given by Borrower in the Loan Documents are and continue to be true, accurate, complete and correct.

6.2 No Default. No event of default has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default under the Loan Documents.

6.3 Property. Borrower continues to have a valid subtenant's leasehold interest in the Real Property under the Borrower Sublease.

6.4 Borrowing Entity. Borrower is a Nevada limited-liability company, which is duly organized, validly existing and in good standing under the laws of the State of Nevada. There have been no changes in the organization, composition, ownership, structure or formation documents of Borrower since the inception of the Loan.

6.5 Authorization. Execution, delivery and performance by Borrower of this Agreement, and all instruments or documents required hereunder, are within Borrower's powers, have been duly authorized, and do not conflict with any of Borrower's organizational documents.

6.6 Enforceable Loan Documents/No Conflicts. The Loan Documents, including this Agreement, are legal, valid and binding agreements of Borrower, enforceable in accordance with their respective terms, and any instrument or document required hereunder or thereunder, when executed and delivered, will be similarly legal, valid, binding and enforceable. Neither the execution, delivery or performance by Borrower of this Agreement conflicts with any law, agreement, or obligation by which Borrower is bound.

6.7 Financial Information. All financial and other information that has been or will be supplied to Lender is correct and complete and accurately describes Borrower's financial condition and is or shall be in compliance with all governmental regulations that apply.

6.8 Hazardous Materials. Borrower hereby certifies to Lender that there is no Hazardous Material (as defined in the Environmental Indemnity Agreement), or other toxic, hazardous or contaminated substances and/or underground storage tanks located in, at, under or upon the Real Property (as defined in the Deed of Trust) and that to the best of the knowledge of Borrower, no changes have occurred on, in, at or under the Real Property (as to environmental concerns).

7. Guarantor's Representations and Warranties. To induce Lender to enter into this Agreement, Guarantor represents and warrants to Lender, as of the Effective Date and as of the Closing, as follows:

7.1 Loan Documents. All representations and warranties made and given by Owner in the Loan Documents are and continue to be true, accurate, complete and correct.

7.2 No Default. No event of default has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default by Guarantor under the Loan Documents.

7.3 Property. Guarantor continues to have a valid tenant's leasehold interest under the Lease, and a valid sublessor's leasehold interest under the Don Amaral Sublease and the Borrower Sublease.

7.4 Enforceable Loan Documents/No Conflicts. The Loan Documents, including this Agreement, to which Guarantor is a party, are legal, valid and binding agreements of such Guarantor, enforceable in accordance with their respective terms, and any instrument or agreement required hereunder or thereunder, when executed and delivered by Guarantor, will be similarly legal, valid, binding and enforceable. Neither the execution, delivery or performance by Guarantor of this Agreement conflicts with any law, agreement, or obligation by which Guarantor is bound.

7.5 Financial Information. All financial and other information relating to Guarantor that has been or will be supplied to Lender is true and in compliance with all governmental regulations that apply.

8. **Owner's Representations and Warranties.** To induce Lender to enter into this Agreement, Owner represents and warrants to Lender, as of the Effective Date and as of the Closing, as follows:

8.1 **Loan Documents.** All representations and warranties made and given by Owner in the Loan Documents are and continue to be true, accurate, complete and correct.

8.2 **No Default.** No event of default has occurred and is continuing, and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default by Owner under the Loan Documents.

8.3 **Property.** Owner: (a) owns fee simple title to the Real Property (as defined in the Deed of Trust); (b) owns all of the beneficial and equitable interest in and to the Real Property (as defined in the Deed of Trust); and (c) has good title to the Personalty (as defined in the Deed of Trust) free and clear of any defects, reservations of title, conditional sales contracts and security interests other than those in favor of Lender. Owner further represents and warrants that there is no financing statement affecting any Collateral on file in any public office other than those in favor of Lender.

8.4 **Enforceable Loan Documents/Authorization/No Conflicts.** The Loan Documents, including this Agreement, to which Owner is a party, are legal, valid and binding agreements of Owner, enforceable in accordance with their respective terms, and any instrument or agreement required hereunder or thereunder, when executed and delivered by Owner, will be similarly legal, valid, binding and enforceable. Owner is duly authorized to enter into this Agreement. Neither the execution, delivery or performance by Owner of this Agreement conflicts with any law, agreement, or obligation by which Owner is bound.

8.5 **Financial Information.** All financial and other information relating to Guarantor that has been or will be supplied to Lender is true and in compliance with all governmental regulations that apply.

9. **Borrower, Owner and Guarantor Acknowledgements.** Borrower, Owner and Guarantor each hereby acknowledge and agree that:

9.1 **No Defenses.** It has no defense, offset, claim or counterclaim with respect to the payment of the Loan or with respect to the payment or performance of any of its other obligations under the Loan Documents.

9.2 **No Breach By Lender.** Lender has not breached any duty to Borrower, Owner or Guarantor in connection with the Loan, and Lender has fully performed all obligations it may have had or now has to Borrower, Owner or Guarantor.

9.3 **Interest and Other Charges.** All interest or other fees or charges heretofore contracted for, imposed, accrued or collected by Lender under the Loan Documents or in connection with the Loan through the date hereof, and the method of computing the same, were and

are proper and agreed to by Borrower and were properly computed and collected.

9.4 No Waiver. Except as specifically provided herein, by entering into this Agreement, Lender does not waive any existing default or any default hereafter occurring and Lender shall not become obligated to waive any condition or obligation in any agreement between or among any of the parties hereto.

9.5 No Future Obligations. Lender has no obligation to make any additional loan or extension of credit to or for the benefit of Borrower and no obligation to extend the maturity date or otherwise modify the terms of any credit extended to Borrower.

9.6 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of Lender, Borrower, Guarantor and Owner, and their permitted successors and assigns. No trust fund is created by this Agreement and no other person or entity shall have any right of action under this Agreement or any right to the funds from the Loan.

9.7 Lender Relationship. Neither Lender nor any of its present or former employees, officers, directors or agents, at any time during their employment with or for Lender, have directed or participated in or attempted to direct or participate in, any of the business dealings of Borrower, Owner or Guarantor in any capacity other than that of a creditor or lender.

10. Guarantor's Agreement. Guarantor has personally guaranteed the obligations of Borrower under the Loan pursuant to the Guaranty. Guarantor believes that it is in their best interests for Lender to enter into this Agreement with Borrower. Guarantor hereby reaffirms the full force and effectiveness of the Guaranty, and acknowledges that the obligations under that Guaranty are separate and distinct from those of Borrower on the Loan. Guarantor agrees that their obligations under the Guaranty include all of Borrower's obligations under the Loan Documents, including this Agreement. Guarantor represents that this Agreement is of substantial economic benefit to them and that his reaffirmation and consent is an essential part of the consideration to Lender to enter into this Agreement. Guarantor hereby consents to the terms, conditions and provisions of this Agreement and the other Loan Documents, as modified, and agrees that their Guaranty continues to cover the Loan and all amounts disbursed, paid or incurred by Lender in connection with the Loan, as modified hereunder, together with all attorneys' fees and other costs of Lender.

11. Additional Covenants. Borrower further agrees with Lender as follows:

11.1 Borrower shall cause to be delivered to Lender a Certificate of Manager of Limited Liability Company and Consent of Members ("**Certificate of Manager**") authorizing the transactions contemplated in this Agreement, in a form acceptable to Lender in its sole and absolute discretion.

11.2 Borrower shall cause to be delivered to Lender a current Certificate of Good Standing ("**Certificate of Good Standing**") for Borrower issued by the Secretary of State of

Nevada.

11.3 Borrower shall cause to be delivered to Lender the following estoppel certificates (collectively, the "**Estoppel Certificates**"):

(a) Lease Estoppel Certificates by Owner, as landlord, and by Guarantor, as tenant, to Lender, in form satisfactory to Lender, confirming, among other things, the continued valid existence of the Lease in the form previously submitted to Lender, and the absence of any defaults by the landlord or the tenant thereunder;

(b) A Borrower Sublease Estoppel Certificate by Guarantor, as landlord, and Borrower, as tenant, to Lender, in form satisfactory to Lender, confirming, among other things, the continued valid existence of the Borrower Sublease in the form previously submitted to Lender, and the absence of any defaults by the landlord or the tenant thereunder; and

(d) An Amaral Sublease Estoppel Certificate by Guarantor, as landlord, and Don Amaral, as tenant, to Lender, in form satisfactory to Lender, confirming, among other things, the continued valid existence of the Amaral Lease in the form previously submitted to Lender, and the absence of any defaults by the landlord or the tenant thereunder.

11.4 All amounts due under the Note, including principal and interest, and all other amounts now or hereafter owed by Borrower to Lender under the Loan Documents, are, and shall continue to be, secured by the Loan Documents, which are hereby amended to reflect that the security interests created thereby secure the Reduced Commitment, and all Collateral described in the Loan Documents shall hereafter be deemed to be collateral to secure the Reduced Commitment and all other amounts owed by Borrower to Lender under the Loan Documents.

11.5 The date by which Borrower shall have complied with all conditions precedent set forth in Section 5 above and all other conditions to Lender's obligations under this Agreement is referred to herein as the "**Closing**". Closing shall occur on or before December 8, 2006.

12. **Release of Lender.** In consideration of the agreements of Lender set forth in this Agreement, Borrower, Guarantor and Owner, and all of their respective heirs, personal representatives, predecessors, successors and assigns (individually and collectively, the "**Releasers**"), hereby fully release, remise and forever discharge Lender, and all affiliates of Lender, and all past and present officers, directors, agents, employees, servants, partners, shareholders, attorneys and managers of Lender, and all affiliates of Lender and all of their respective heirs, personal representatives, predecessors, successors and assigns, for, from, and against any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis of liability founded either in tort or contract and the duties arising thereunder, that the Releasers, or any one or more of them, has had in the past, or now has, whether known or which could be known following reasonable inquiry and investigation,



whether asserted or unasserted, by reason of any matter, cause or thing set forth in, relating to or arising out of, or in any way connected with or resulting from, the Loan, the Loan Documents, the transactions contemplated thereby, the Collateral, or the negotiation, preparation and execution of this Agreement. This release shall not be deemed or construed as an admission of liability by Lender. Nothing herein is intended as a release by Borrower, Guarantor or Owner of any breach by Lender of its obligations under the Loan Documents which may occur subsequent to the date hereof.

13. **Incorporation.** This Agreement shall form a part of each Loan Document, and all references to a given Loan Document shall mean that document as hereby modified. All exhibits to this Agreement are fully incorporated in this Agreement as though set forth at length herein.

14. **No Prejudice; Reservation of Rights.** This Agreement shall not prejudice any rights or remedies of Lender under the Loan Documents. Lender reserves, without limitation, all rights that it has against any indemnitor, guarantor or endorser of any of the Loan Documents.

15. **No Impairment/Security.** Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Agreement and all such documents shall remain in full force and effect. Borrower's payment and performance of Borrower's various obligations to Lender under the Loan Documents, including all extensions, modifications, amendments, renewals or replacements of the foregoing, continue to be and shall be secured by the liens arising under the Loan Documents. Nothing contained in this Agreement shall annul, release or affect the lien or priority of the lien of any of the Loan Documents. Nothing contained herein shall be deemed a waiver of or limit any of the rights and remedies that Lender may have against Borrower, Guarantor or Owner, or of any of Lender's rights and remedies arising out of the Loan Documents, and Lender specifically reserves, and shall have, all rights and remedies available to Lender under the law or as provided in the Loan Documents, as modified by this Agreement.

16. **Purpose and Effect of Lender's Approval.** Lender's approval of any matter in connection with the Loan shall be for the sole purpose of protecting Lender's security and rights and Borrower shall make its own independent investigation and evaluation of any matter requiring Lender's approval and not rely upon Lender's evaluation of such matter. No such approval by Lender shall result in a waiver of any default of Borrower unless the default is fully disclosed to Lender in writing and the approval expressly waives the default.

17. **Integration.** The Loan Documents, including this Agreement: (a) integrate all the terms and conditions mentioned in or incidental to the Loan Documents; (b) supersede all oral negotiations and prior and other writings with respect to their subject matter, including all commitment letters, if any, given by Lender to Borrower; provided, however, nothing herein shall be construed as a waiver of any of the conditions precedent set forth in any such commitment letters; and (c) are intended by the parties as the final expression of the agreement with respect to the terms and conditions set forth in those documents and as the complete and exclusive statement of the terms agreed to by the parties. If there is any conflict between the terms, conditions and provisions of this Agreement and those of any other agreement or instrument, including any

commitment letter or any of the other Loan Documents, the terms, conditions and provisions of this Agreement shall prevail. No modification of this Agreement or the other Loan Documents shall be effective unless in writing and signed by the applicable parties to be bound thereby.

18. **Counterparts.** This Agreement and all attached consents and exhibits requiring signatures may be executed in as many counterparts as necessary or convenient, and by the different parties on separate counterparts each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same agreement.

19. **Invalidity.** If any court of competent jurisdiction determines any provision of this Agreement or any of the other Loan Documents to be invalid, illegal or unenforceable, that portion shall be deemed severed from the rest, which remaining provisions shall remain in full force and effect as though the invalid, illegal or unenforceable portion had never been a part of this Agreement or the other Loan Documents.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Nevada, without regard to the choice of law rules of the State of Nevada.

21. **Attorneys' Fees.** In the event of a lawsuit or arbitration proceeding under this Agreement or any other Loan Document, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees incurred in connection with the lawsuit or arbitration proceeding, as determined by the court or arbitrator (and not by a jury). In all other situations, including any matter arising out of or relating to any bankruptcy or other voluntary or involuntary proceeding, in or out of court, for the adjustment of debtor-creditor relationships, Borrower agrees to pay all of Lender's costs and expenses, including attorneys' fees, which may be incurred in enforcing or protecting Lender's rights or interests. From the time(s) incurred until paid in full to Lender, all such sums shall bear interest at the Default Rate or as set forth in the Note.

22. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns; provided, however, that Borrower, Guarantor and Owner may not transfer their rights under the Loan Documents without the prior written consent of Lender, in its sole and absolute discretion. Lender may transfer its rights under the Loan Documents to any successor in interest or assignee.

23. **Construction.** The parties agree that each party and its counsel have reviewed this Agreement and have the opportunity to negotiate the terms hereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibits hereto.

24. **Time.** Time is of the essence of this Agreement and the other Loan Documents.

25. **Headings.** Section headings are for reference only and shall not affect the interpretation or meaning of any provisions of this Agreement.

26. **Further Performance.** Borrower, Guarantor and Owner, whenever and as often as may be requested by Lender, shall each execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered such further instruments and documents and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement and the other Loan Documents.

27. **Survival.** The representations, warranties, acknowledgements and agreements set forth in this Agreement shall survive the date of this Agreement.

28. **No Waiver.** No failure to exercise, and no delay in exercising any right, power or remedy hereunder or under any of the Loan Documents shall impair any right, power or remedy that Lender may have, nor shall such delay be construed to be a waiver of any of such rights, powers or remedies. No waiver of any breach or default of Borrower, Owner or Guarantor shall be a waiver of any other breach or default or any breach or default subsequently occurring. Lender shall not be deemed to have waived any right, power or remedy except in writing signed by an officer of Lender expressly stating that it is a waiver of a right, power or remedy.

29. **No Consent.** Except as specifically provided in this Agreement, no express or implied consent to any further modifications involving any of the matters set forth in this Agreement or otherwise shall be inferred or implied by Lender's execution of this Agreement or any other action of Lender. Lender's execution of this Agreement shall not constitute a waiver, either express or implied, of the requirement that any further modification of the Loan or of the Loan Documents shall require the express written approval of Lender.

30. **Cumulative Remedies.** The rights and remedies of Lender under the Loan Documents are cumulative and not exclusive of any rights or remedies that Lender would otherwise have, and may be pursued at any time and from time to time in such order as Lender shall determine in its sole discretion.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed to be effective as of the Effective Date.

BORROWER

STILTZ TILE, LLC,
a Nevada limited-liability company

By: [Signature]

Its: _____

LENDER

BANK OF AMERICA, N.A.,
a national banking association

By: [Signature]

Its: Vice President

GUARANTOR

[Signature]
James A. Stiltz

[Signature]
Stacey M. Stiltz

OWNER

[Signature] TT
Adrian Stiltz, as Trustee of the Exemption Trust
created under the Will of Gina Bortoli, Deceased

[Signature] TT
Frank Bortoli, as Trustee of the Exemption Trust
created under the Will of Gina Bortoli, Deceased

[Signature] TT
Carol Ann Stiltz, as Trustee of the Exemption Trust
created under the Will of Gina Bortoli, Deceased

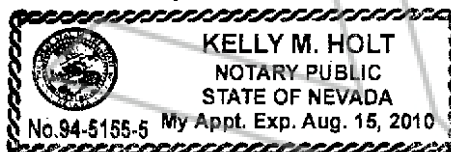
ACKNOWLEDGEMENTS

State of Nevada

County of Douglas

This instrument was acknowledged before me on Dec. 22, 2006, by Adrian Stiltz as Trustee of the Exemption Trust Created under the Will of Gina Bortoli, Deceased.

Kelly M. Holt
Notary Public

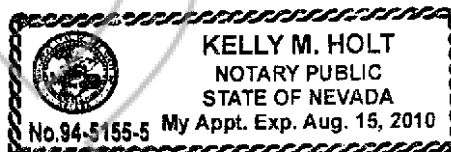


State of Nevada

County of Douglas

This instrument was acknowledged before me on Dec. 22, 2006, by Frank Bortoli as Trustee of the Exemption Trust Created under the Will of Gina Bortoli, Deceased.

Kelly M. Holt
Notary Public

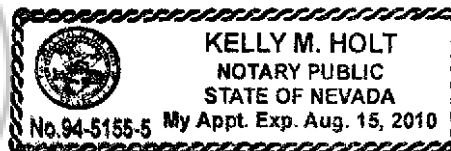


State of Nevada

County of Douglas

This instrument was acknowledged before me on Dec. 22, 2006, by Carol Ann Stiltz as Trustee of the Exemption Trust Created under the Will of Gina Bortoli, Deceased.

Kelly M. Holt
Notary Public



STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on Jan. 8, ²⁰⁰⁷ 2006, by JAMES A. STILTZ.

Kelly M. Holt
Notary Public

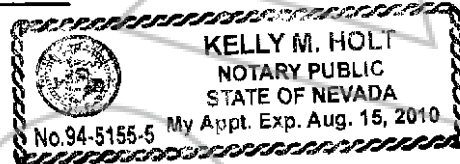


STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on Jan. 8, ²⁰⁰⁷2006, by STACEY M. STILTZ.

Kelly M. Holt
Notary Public

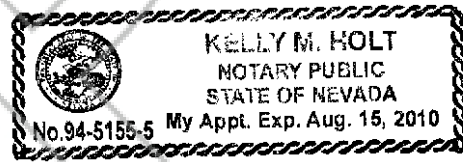


STATE OF NEVADA

COUNTY OF Douglas

This instrument was acknowledged before me on Jan. 8, ²⁰⁰⁷2006, by James Stiltz as Manager / Member of STILTZ TILE, LLC.

Kelly M. Holt
Notary Public



STATE OF Texas

COUNTY OF Dallas

This instrument was acknowledged before me on March 22, ⁷2006, by Geri Whalen as VP of BANK OF AMERICA, N.A.

Johnny Roberts
Notary Public

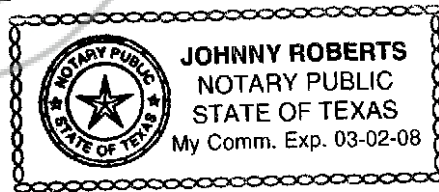


EXHIBIT "A"

Situated in Section 5 T. 13N R 20E, M.D.B.&M., more particularly described as follows:

Parcel B-3 as set forth on parcel map for Lester J. Harris filed for record in the office of the Douglas County Recorder, recorded on August 1, 1991 in Book 891, Page 001, as Document No. 256768, Official Records of Douglas County, Nevada.

H:\Users\amirez\Bank of America\Title Modification Agreement.v4.doc