

This document prepared by
and after recordation return to:
Robert T. Morgan, Esq.
Whitley Hampton & Morgan, P.C.
750 Hammond Drive
Building 12, Suite 100
Atlanta, GA 30328
File No: 4696-12-493

RE: Cross-Default and Cross-Collateralization
Agreement recorded at Deed Book 2001 Page 37754,
Shelby County, Alabama records.

MODIFICATION OF CROSS-DEFAULT AND CROSS COLLATERALIZATION AGREEMENT
(Shelby County, Ala.)

THIS MODIFICATION AGREEMENT made and entered into this 19th day of February, 2003, by and among **HARDIN REALTY, LLC** (hereinafter referred to as "Hardin"), **HARCON, INC.** (hereinafter referred to as "Harcon"), **905 UNION HILL, LLC** (hereinafter referred to as "905 Union") and **HELENA PROPERTIES, LLC** (hereinafter referred to as "Helena") (hereinafter the foregoing collectively referred to as the "Borrowers") and **SOUTHTRUST BANK** (hereinafter referred to as "Lender");

WITNESSETH:

WHEREAS, Harcon, 905 Union, Helena and Lender did execute that certain Cross-Default and Cross-Collateralization Agreement in favor of Lender dated August 30, 2001 therewith as recorded in Deed Book 2001, Page 37754, Shelby County, Alabama Records (the "Security Deed"); and

WHEREAS, on even date herewith, Lender is making a loan to **Hardin** in the amount of \$3,200,000.00 (hereinafter referred to as the "\$3,200,000.00 Loan") secured by a pledge of real property in Alpharetta, Fulton County, Georgia; and

WHEREAS, Borrower and Lender desire to amend the Agreement as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the above premises, Ten and No/100 Dollars (\$10.00) cash in hand paid by each party to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Agreement is hereby amended as follows:
 - a. For all purposes under the Agreement, Hardin shall be considered a party to the Agreement so that the \$3,200,000.00 Loan and the real property securing said loan shall governed by the Agreement.
 - b. The following sentence will be added as paragraph 6 of the Agreement: "The Borrowers further agree that no more than **90%** of the existing equity in any collateral of any Borrower on the date hereof shall constitute collateral for the loan of any other Borrower provided, however, this provision shall expire on the fourteenth (14th) month from the date hereof and be of no further force and effect."

2. All other terms and conditions of the Agreement shall remain in full force and effect, except as otherwise expressly modified herein.

3. This Modification shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

HARDIN REALTY, LLC

By: Michael A. Hardin

Title: Member / Manager

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael A. Hardin, whose name as Managing Member of Hardin Realty, LLC, a Georgia limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Michelle C. Scallan

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

HARCON, INC

By: Michael A. Hardin

Title: President

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael A. Hardin, whose name as President of Harcon, Inc., a Georgia corporation, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

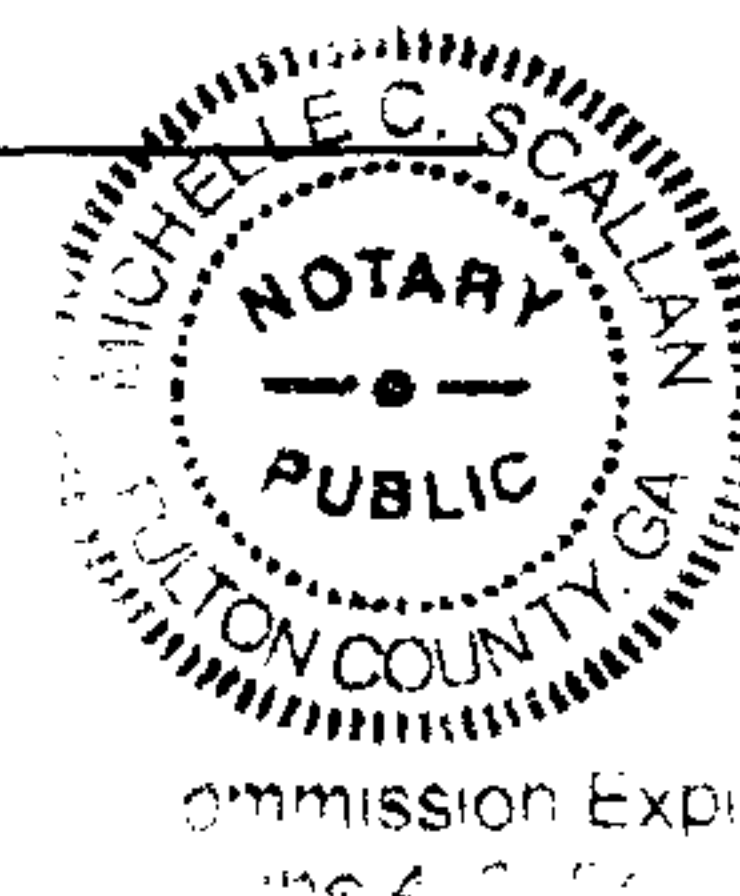
Michelle C. Scallan

Notary Public

My Commission Expires: _____

[NOTARY SEAL]

[SIGNATURES CONTINUED ON FOLLOWING PAGE]



905 UNION HILL, LLC

By: Michael A. Hardin

Title: Member / Manager

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael A. Hardin, whose name as Managing Member of 905 Union Hill, LLC, a Georgia limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Michelle C. Scallan

Notary Public

My Commission Expires: _____

[NOTARY SEAL]



HELENA PROPERTIES, LLC

By: Michael A. Hardin

Title: Member / Manager

Commission Expires
June 4, 2004

STATE OF GEORGIA
COUNTY OF FULTON

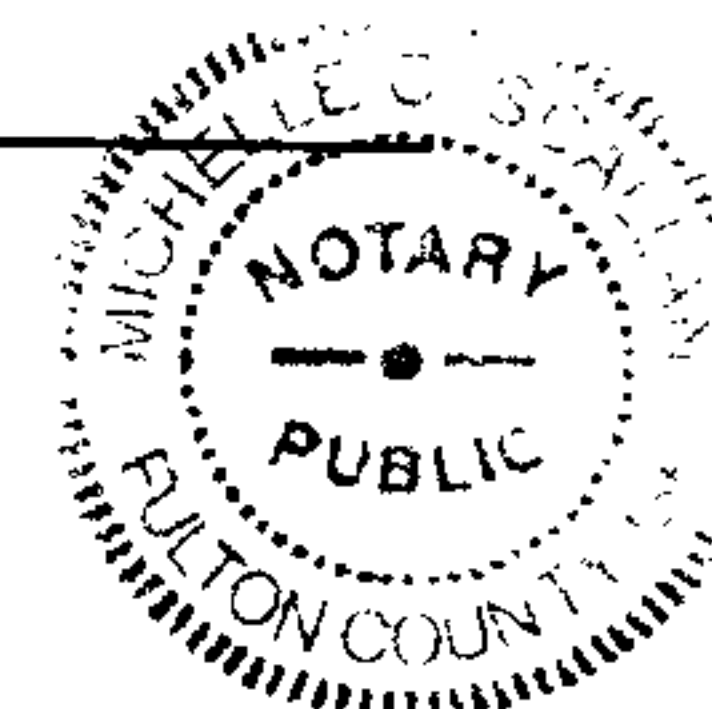
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael A. Hardin, whose name as Managing Member of Helena Properties, LLC, a Georgia limited liability company, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Michelle C. Scallan

Notary Public

My Commission Expires: _____

[NOTARY SEAL]



Commission Expires
June 4, 2004

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

SOUTHTRUST BANK

By: Walter Jordan

Title: Vice President

[BANK SEAL]

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Walter Jordan, whose name as Vice President of SouthTrust Bank, is signed to the foregoing agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of this agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.