

This document prepared by
and upon recording return to:
Robert T. Morgan, Esq.
Robert T. Morgan, P.C.
750 Hammond Drive
Building 12, Suite 100
Atlanta, Georgia 30328
File No.: 4696-12-544

Re: Cross Default and Cross Collateralization
Agreement recorded at Instrument No.
2003112000764640, Shelby County, Alabama
Records.

MODIFICATION OF CROSS DEFAULT AND CROSS COLLATERALIZATION AGREEMENT

THIS MODIFICATION OF CROSS DEFAULT AND CROSS COLLATERALIZATION AGREEMENT is made and entered into as of this 13th day of January, 2005, by and between **HARCON, INC.** ("Harcon"), **905 UNION HILL, LLC** ("905 Union"), **HELENA PROPERTIES, LLC** ("Helena") and **HARDIN REALTY, LLC** ("Hardin") (hereinafter the foregoing collectively referred to as the "Borrowers") and **WACHOVIA BANK, NATIONAL ASSOCIATION** as successor by merger to **SOUTHTRUST BANK** ("Lender");

WITNESSETH:

WHEREAS, on November 14, 2003, the Borrowers entered into a Renewed Cross Default and Cross Collateralization Agreement (the "Cross Default") recorded at Deed Book 3121, Page 86, Forsyth County, Georgia Records, Deed Book 36636, Page 577, Fulton County, Georgia Records, and **Instrument No. 20031120000764640, Shelby County, Alabama Records.**

WHEREAS, from time to time Lender and Borrower have modified the Line of Credit Loan as defined in the Cross Default.

WHEREAS, on even date herewith, Lender and Borrower have renewed, modified and extended the Line of Credit Loan as defined in the Cross Default in the first "Whereas" paragraph.

WHEREAS, Borrowers and Lender desire to amend the Cross Default 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 Cross Default is hereby amended as follows:
 - a. Effective **April 1, 2005**, the maximum principal balance of the Note shall be decreased from **\$3,500,000.00** to **\$3,000,000.00**; should the outstanding principal balance exceed **\$3,000,000.00** on **April 1, 2005**, the Borrower shall pay down the Note on that date to an amount equal to or less than **\$3,000,000.00**.
 - b. Effective **October 1, 2005**, the maximum principal balance of the Note shall be decreased

from \$3,000,000.00 to \$2,500,000.00; should the outstanding principal balance exceed \$2,500,000.00 on April 1, 2005, the Borrower shall pay down the Note on that date to an amount equal to or less than \$2,500,000.00.

c. The maturity date of the Note is extended from January 19, 2005 until January 13, 2006.

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

3. This Modification of Cross Default and Cross Collateralization Agreement 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.

BORROWERS:

Signed, sealed and delivered
this 13 day of January, 2005

Michael E. Burger
Unofficial Witness

Jeri A. Cross
Notary Public

My Commission Expires: Notary Public, Forsyth County, GA
[NOTARY SEAL] My Commission Expires Aug. 12, 2006

HARCON, INC.

By: Michael A. Hardin

Title: President

[CORPORATE SEAL]

Signed, sealed and delivered
this 13 day of January, 2005

Michael E. Burger
Unofficial Witness

Jeri A. Cross
Notary Public

My Commission Expires: Notary Public, Forsyth County, GA
[NOTARY SEAL] My Commission Expires Aug. 12, 2006

905 UNION HILL, LLC

By: Michael A. Hardin

Title: Managing Member

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

Signed, sealed and delivered
this 13 day of January, 2005

Melvin E. Bunge
Unofficial Witness

Jeri A. Cross
Notary Public

My Commission Expires: _____
[NOTARY SEAL] Notary Public, Forsyth County, GA
My Commission Expires Aug. 12, 2006

HELENA PROPERTIES, LLC

By: Michael A. Hardin

Title: Managing Member

Signed, sealed and delivered
this 13 day of January, 2005

Melvin E. Bunge
Unofficial Witness

Jeri A. Cross
Notary Public

My Commission Expires: _____
[NOTARY SEAL] Notary Public, Forsyth County, GA
My Commission Expires Aug. 12, 2006

HARDIN REALTY, LLC

By: Michael A. Hardin

Title: Managing Member

LENDER:

Signed, sealed and delivered

this 13 day of January, 2005

Melvin E. Bunge
Unofficial Witness

Jeri A. Cross
Notary Public

My Commission Expires: _____
[NOTARY SEAL] Notary Public, Forsyth County, GA
My Commission Expires Aug. 12, 2006

WACHOVIA BANK, NATIONAL ASSOCIATION as
successor by merger to SOUTHTRUST BANK

By: Dalto Jones

Title: Vice President

[BANK SEAL]