

LOAN SERVICING AGREEMENT

THIS LOAN SERVICING AGREEMENT (the "Agreement") is made and entered into this **8th day of February, 2005**, by and among **HGP Capital, LLC**, a Georgia limited liability company (the "Servicer"), and **Jim Childs & Stephen Enochs (the "Holder")**.

WITNESSETH

WHEREAS, the Holder is the current holder of that certain Promissory Note dated **February 8th, 2005** between **JP Building Group**, a resident of Georgia, as maker ("Maker"), and **Jim Childs & Stephen Enochs (each with a 50% undivided interest in the First Mortgage)**, as holder, in the original principal amount of **\$120,000.00** and described hereafter as ("The Note").

NOW THEREFORE, in consideration of the premises, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

1. Miscellaneous.

1.1 Collection of Payments. Holders agree that Servicer, unless notified by Holders in writing to the contrary, shall collect all payments due under the Note from the maker thereof, and shall immediately forward all principal collected under the Note to Holders, plus interest at the rate of twelve percent **(11%)** per annum on the outstanding principal balance due under the Note. Payment shall be due to Holder by the 10th day of the month. Servicer shall be entitled to retain the additional four percent **(4%)** interest due under the Note as a servicing/administrative fee **regardless of who collects the payments**. In the event Servicer fails to remit the payments due to Holders hereunder, Holders, **after giving a ten day notice**, shall have the right to instruct the Maker to send all payments due under the Note directly to Holders, whereupon Holders shall be entitled to retain all amounts due under the Note.

1.2 Repurchase of Note. In the event the Maker defaults under the Note and fails to cure a default during any applicable cure period, the Holders shall have the right to demand repurchase of the Note by the Servicer or the Holders can participate in the foreclosure process and participate with the Servicer in any gains/losses subsequent to the Foreclosure. Additionally, Holders shall have the right to require Servicer to purchase the Note in the event of Servicers' default. In the event that monthly interest payment is not received by Holders from Servicer or Makers within 5 days of date due, with due date of payment from Servicer being the tenth day of the month, then demand can be made for payment via certified mail. Servicer agrees to repurchase the Note by paying the Purchase Price by certified check to Holders on or before the expiration of such 30-day period. Upon

payment of the Purchase Price to Holders, Holders shall assign the Note and Loan Documents to Servicer. The purchase price to repurchase the Note shall be the sum of **\$120,000**, plus all accrued and unpaid interest due and payable to Holders hereunder (the “Purchase Price”).

Servicer agrees that Holders shall have the right, upon giving Servicer ninety (90) days prior written notice, to demand that Servicer repurchase the Note from Holders for the Purchase Price, plus accrued interest on said amount at the rate of **11%** per annum. Servicer agrees to repurchase the Note on or before 90 days after the date of such notice from Holder. The Purchase Price shall be paid by Servicer to Holders by certified check.

1.3 Extension of Term. Servicer shall have the right to negotiate extensions of the maturity date of the Note with the Maker, and to retain any extension fees collected from Maker for such extensions. Such extensions shall be limited to two six month extensions. If Servicer wishes to extend for more than two extensions, Holders have the right to demand Servicer repurchase the note within thirty days (30) from the execution of such extension. The purchase price shall be **\$120,000.00** plus all accrued and unpaid interest due and payable to Holders hereunder (the “Purchase Price”).

1.4 Survival of Representations, Warranties and Agreements. All of the representations, warranties, covenants, promises and agreements of the parties contained in this Agreement (or in any document delivered or to be delivered pursuant to this Agreement or in connection with the Closing) shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

1.5 Certain Definitions. As used throughout this Agreement, the following term has the following meaning:

“Person” means an individual, partnership, corporation, trust, unincorporated organization, government, or agency or political subdivision of a government.

1.6 Notices. All notices, requests, demands, consents and other communications which are required or may be given under this Agreement (collectively, the “Notices”) shall be in writing and shall be given either (i) by personal delivery against a receipted copy, or (ii) by certified or registered U. S. mail, postage prepaid, to the following addresses:

- (a) If to Servicer: HGP Capital, LLC
PO Box 420756
Atlanta, Ga 30342-0756
- (b) If to Holders: Jim Childs
224 Broadland Ct, NW
Atlanta, GA 30342

Stephen Enochs
1055 Brockton Close
Marietta, GA 30068

or to other address of which written notice in accordance with this Section 4.3 shall have been provided by such party to the others. Notices may only be given in the manner hereinabove described in this Section 4.3 and shall be deemed received when given in such manner.

1.7 Entire Agreement. This Agreement (including the Exhibits hereto) constitutes the full, entire and integrated agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, correspondence, understandings and agreements among the parties hereto respecting the subject matter hereof.

1.8 Assignability. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto; provided, however, that the Holders may, without the prior written consent of the Servicer, assign its interest in this Agreement to any affiliate of the Holders if such affiliate undertakes to perform all of the Holders' obligations hereunder and upon, from and after such assignment the Holders shall have no further liabilities, obligations or duties hereunder.

1.9 Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective heirs, personal and legal representatives, guardians, successors and, in the case of Holders, their permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights, remedies, obligations or liabilities.

1.10 Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

1.11 Amendment; Waiver. No provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of all of the parties hereto. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement herein contained. The waiver by any party hereto of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

1.12 Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

1.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

1.14 Applicable Law. This Agreement is made and entered into, and shall be governed by and construed in accordance with, the laws of the State of Georgia.

1.15 Further Assurances. The Servicer hereby agrees to execute and deliver, after the date hereof, such further assurances, instruments and documents, and to take such further actions, as the Holders may request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this Agreement on the date first above written.

SERVICER:

_____(SEAL)
Sam Stinnett for HGP Capital, LLC

HOLDERS:

_____(SEAL)
Jim Childs

_____(SEAL)
Stephen Enochs

EXHIBIT 1

(ATTACH COPY OF ALL LOAN DOCUMENTS,
INCLUDING NOTE AND SECURITY DEED)