

6. Letter Agreement regarding Escrow Deposit

Miller & Martin PLLC  
Suite 1000 Volunteer Building  
832 Georgia Avenue  
Chattanooga, TN 37402-2289

Gentlemen:

The undersigned appoint Miller & Martin PLLC ("Escrow Agent") as escrow agent as contemplated in that certain Membership Interest Purchase Agreement dated July 21, 2006 (the "Purchase Agreement") between David F. Moore ("Seller"), and Southern Properties Group, a Tennessee general partnership ("Buyer"), pursuant to which Seller sold and transferred to Buyer all of the equity interests in the Victorian Properties, LLC, a Tennessee limited liability company.

Escrow Agent acknowledges receipt of the sum of \$20,000 (the "Escrowed Funds") which it will hold in its trust account pursuant to the terms of this letter and the Purchase Agreement.

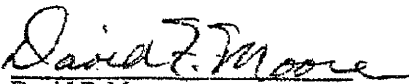
The Escrowed Funds shall be released under the following circumstances:

1. Upon closing of the transactions contemplated by the Purchase Agreement the Escrowed Funds shall be released to Seller;
2. If the transactions contemplated by the Purchase Agreement do not close, the Escrowed Funds shall be released pursuant to written instructions from Buyer and Seller in accordance with the Purchase Agreement; or
3. On or after September 15, 2006, if not previously disbursed under paragraph 1 or 2 above, the Escrowed Funds shall be released pursuant to written instructions from Buyer and Seller in accordance with the Purchase Agreement, or if Buyer and Seller cannot agree upon the manner of disbursement, the Escrow Agent shall pay the Escrowed Funds into the Chancery Court of Hamilton County, Tennessee in an interpleader action, the costs of which shall be borne equally by the undersigned.

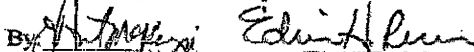
The undersigned agree that Escrow Agent is entitled to rely upon written instructions as described above in disbursing the Escrowed Funds and shall not be obligated to question or demand evidence of the authority of the signer or signers of such directives. The undersigned, jointly and severally, shall indemnify and hold harmless the Escrow Agent from and against any and all claims, liabilities, causes of action, losses and damages (including attorneys' fees and court costs) incurred by the Escrow Agent as a result of its acting as Escrow Agent under this letter agreement.

If at any time, the Escrow Agent is uncertain of whether, or to whom, to disburse the Escrowed Funds under this letter agreement, it shall pay them into the Chancery Court of Hamilton County, Tennessee in an interpleader action, the costs of which shall be borne equally by the undersigned.

Very truly yours,

  
David F. Moore

Southern Properties Group

By:   
Name: Edwin H. Reeves  
Title: Gen. Mgr.