

Asset Listing Agreement

This Asset Listing Agreement made this _____ day of _____, 20____, by and between _____, hereinafter referred to as Owner and Pathfinders International, hereinafter referred to as PI. Respectively: Owner and its Representatives and PI its Agents and Affiliates.

Owners and its Representatives: The Owners are actively engaged in holding performing and non-performing loans with notes and security deeds in the State of Georgia, U.S.A. Owners are actively seeking potential investors interested in purchasing attached Exhibit 'A' loan or loans with notes and security deeds. Upon Investor signing a confidential agreement, Owner's agree to provide Investor and Investor's Attorneys access to the loan documents during a due diligence period. Owners are operating under several business entity names and corporations which, for the purpose of this agreement, shall bind these legal entities to any fee obligations as outlined below.

PI and its Agents and Affiliates: PI shall be acting as Agent for owners and shall rely on information and data as provided by same. PI will avail itself of its business connections in the industry to engage potential investors on behalf of owners.

Purpose: The purpose of this agreement is to engage the efforts of PI to locate potential investors, and interested individuals with whom owners may sell said loan through any means as allowed by law. The PI shall provide all material, names and addresses including but not limited to introductions to owners, and loan representatives. PI agrees that all efforts in connection with this agreement shall be made on behalf of Owners and their representatives and that PI shall continue its commitments until each transaction is satisfactorily closed and all Parties fully satisfied.

Fees: In the event that PI provides an investor that ultimately leads to the purchase of any of owners loans, then owners agrees to pay PI _____% of total sale price of the aforementioned transaction upon closing. In the event, PI's referral does not close or transpire no fee shall become due.

Business Relationship: PI is an independent Contractor. Nothing in this agreement shall be construed as creating a business partnership whereby PI assumes in anyway a financial position, membership, or partnership in any of owner's loans, other than the above fee agreement. PI does not make any guarantee or assumes either in writing or orally implied any liability financial and otherwise relating to any and all transactions arising out of the investments that have been entered in to by owners as a result of PI efforts and introductions.

Representations: PI relies solely on oral representations and potential interest that perspective parties may have in any of owner's loans. PI does not warrant to owner that it has conducted any due diligence in connection with potential parties' financial strength, liquidity and or assertions of capabilities.

Intent: The intent of this instrument is for PI to provide the Owner an investor for the purpose to purchasing the herein attached loan or loans. (See Attached Exhibit 'A')

Non Circumvent Clause: Owners agree that at no time during negotiations with perspective parties introduced by PI, to enter into side agreements, create or abscond any deals or attempt to circumvent the intent of this instrument. Owner;s expressly warrants to PI that any individual or entity in connection with transactions as described herein shall at all times be fully disclosed.

Governing Law. This Agreement will be governed and interpreted according to the laws of the State of Georgia, without reference to principles of conflicts of laws.

Entire Agreement: This Agreement constitutes and contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior oral or written agreements. Each party acknowledges and agrees that the other party has not made any representations, warranties or agreements of any kind, except as expressly set forth herein.

PATHFINDERS INTERNATIONAL

Date _____

Owners: _____ Date _____

Name of Legal Entities party to this Agreement. _____

_____.