

STATE OF ALABAMA

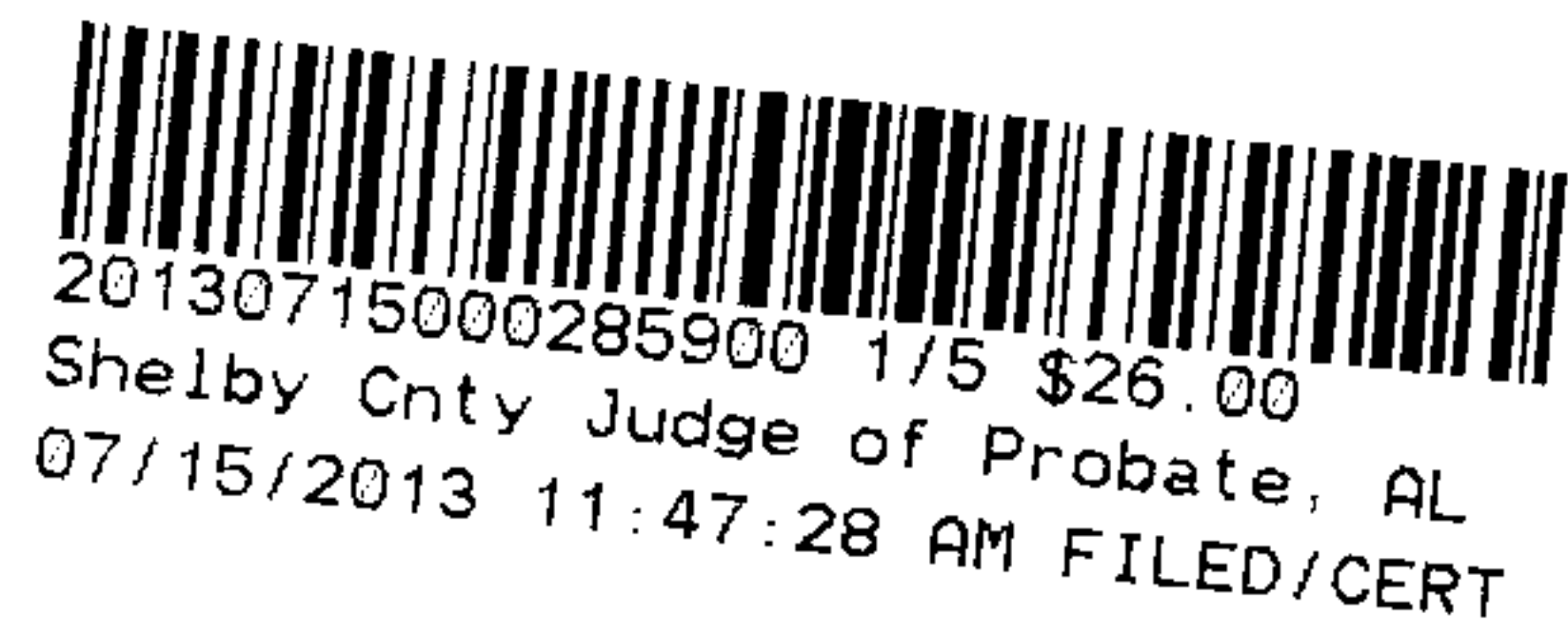
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COUNTIES OF MONTGOMERY
AND SHELBY

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CROSS COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross Collateralization and Cross-Default Agreement (the "Agreement"), dated April 30, 2013, is made and entered into by and between **PRICE CEILING, L.L.C.**, an Alabama limited liability company ("Borrower"), and **SERVISFIRST BANK** ("Lender").

RECITALS:

A. Simultaneously with the execution hereof, Borrower has entered into that certain Promissory Note in favor of Lender of even date herewith, in the original principal amount of Two Hundred Eighty-Four Thousand and No/100 Dollars (\$284,000.00) ("Note #1"), which has been assigned Loan #18373 and is secured by, among other things, (i) that certain Mortgage from Borrower in favor of Lender of even date herewith and recorded in the Office of the Judge of Probate of Montgomery County, Alabama, in Real Property Book 04433, at Page 0932 ("Mortgage #1"), (ii) that certain Assignment of Rents from Borrower in favor of Lender of even date herewith and recorded in said Probate Office in Real Property Book 04433, at Page 0940 ("Assignment #1"), (iii) that certain UCC-1 Financing Statement from Borrower, as Debtor, in favor of Lender, as Secured Party, recorded in said Probate Office in SEQ Book 02013, at Page 0836, UCC 361946 ("Financing Statement #1"), and (iv) that certain UCC-1 Financing Statement from Borrower, as Debtor, in favor of Lender, as Secured Party, recorded in the Office of the Secretary of State of Alabama, as filing number 13-0205137 ("Financing Statement #2").

B. Simultaneously with the execution hereof, Borrower has also entered into that certain Promissory Note in favor of Lender of even date herewith, in the original principal amount of Two Hundred Thirty-One Thousand and No/100 Dollars (\$231,000.00) ("Note #2"), which has been assigned Loan #18374 and is secured by, among other things, (i) that certain Mortgage from Borrower in favor of Lender of even date herewith and recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument Number 20130503000181080 ("Mortgage #2"), (ii) that certain Assignment of Rents from Borrower in favor of Lender of even date herewith and recorded in said Probate Office as Instrument Number 20130503000181090 ("Assignment #2"), (iii) that certain UCC-1 Financing Statement from the Mortgagor, as Debtor, in favor of Lender, as Secured Party, recorded in said Probate Office as Instrument Number 20130503000181100 ("Financing Statement #3"), and (iv) that certain UCC-1 Financing Statement from Borrower, as Debtor, in favor of Lender, as Secured Party, recorded in said Office of the Secretary of State of Alabama, as filing number 13-0205143 ("Financing Statement #4").

C. Note #1 and Note #2, as the same may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively as the "Notes". Mortgage #1 and Mortgage #2, as the same may be amended, restated, modified or renewed from time to time,

are hereinafter sometimes referred to collectively as the "Mortgages". Assignment #1 and Assignment #2, as the same may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively as the "Assignments". Financing Statement #1, Financing Statement #2, Financing Statement #3, and Financing Statement #4, as the same may be amended or continued from time to time, are hereinafter sometimes referred to collectively as the "Financing Statements". The Mortgages, the Assignments and the Financing Statements are hereinafter sometimes referred to collectively as the "Collateral Documents". The Notes and the Collateral Documents, together with any and all other documents executed by Borrower or any other party with respect to or in connection therewith, as any or all of the same may be amended or modified from time to time, are hereinafter sometimes referred to collectively as the "Loan Documents".

D. As an inducement to Lender to extend the loans evidenced by the Notes and secured by the Collateral Documents, Borrower has agreed that the Notes and the Collateral Documents should be cross-collateralized, such that the real and personal property and other collateral described in each of the Collateral Documents shall serve as collateral for the Borrower's obligations under each of the Notes and that any default with respect to any of the Loan Documents shall constitute a default with respect to all of the Loan Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower and Lender hereby agree as follows:

1. The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.

2. As an inducement to Lender to extend the loans evidenced by the Notes and secured by the Collateral Documents, Borrowers and Lender hereby acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, all of the real and personal property and other collateral described in the Collateral Documents shall secure any and all obligations of the Borrower to Lender evidenced by the Notes and that any proceeds of any such collateral may be applied to any such obligations as Lender may determine in its sole and absolute discretion.

3. As an additional inducement to Lender to the loans evidenced by the Notes and secured by the Collateral Documents, Borrower and Lender hereby further acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, any default with respect to any of the Loan Documents shall constitute a default under each of the Loan Documents and shall entitle Lender to pursue any and all remedies set forth therein.

4. This Agreement does not constitute an accord and satisfaction, the creation of a new debt or the extinguishment of the debt evidenced by any of the Loan Documents, nor will it in any way affect or impair the liens and security interests created and evidenced by any of the

Loan Documents. The Borrowers hereby agree that the liens and security interests created by virtue of the Loan Documents shall continue to be in full force and effect, unaffected and unimpaired by this Agreement and that such liens and security interests shall so continue in their respective priorities until the debt secured by each of the Loan Documents is fully discharged. Nothing contained herein shall be construed to be a novation of any of the Loan Documents or to alter or affect the priority of the title, lien, security interest or encumbrance created by the Loan Documents, it being the expressly declared intention of the parties that no novation of the Loan Documents be created hereby.

5. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of Borrower arising under or by virtue of any of the Loan Documents; to the contrary, Borrower does hereby covenant and agree that the Loan Documents as modified and amended hereby shall be and remain in full force and effect. As an inducement for the Lender to enter into this Agreement, Borrower does hereby further covenant, warrant and represent unto the Lender that the Loan Documents as modified and amended hereby are and shall be and remain a legal, valid and binding obligation of Borrower, enforceable in accordance with their respective terms, and that the Collateral Documents are and shall be and remain legal, valid, binding and enforceable liens in their respective priorities upon the real and personal property more particularly described therein, free and clear of any and all liens and encumbrances whatsoever except for ad valorem taxes for the current year which are not yet due and payable and any other encumbrances which were disclosed to and approved by Lender at the time of the consummation of the loans evidenced by the Loan Documents or otherwise permitted by the Loan Documents or consented to by Lender. Borrower further covenants, warrants and represents unto the Lender that Borrower has not committed or suffered to exist any default under the terms and provisions of the Loan Documents.

6. Except as expressly set forth herein, all other terms of the loans evidenced by the Loan Documents shall remain in full force and effect and unmodified and the Loan Documents, as amended hereby, are hereby ratified, confirmed and approved in all respects.

7. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[EXECUTION ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed and sealed this instrument as of the date first above written.

PRICE CEILING, L.L.C.,
an Alabama limited liability company

By: _____

Roy R. Price
Its Managing Member

STATE OF ALABAMA)

COUNTY OF Montgomery)

I, the undersigned, a Notary Public in and for said State at Large, hereby certify that Roy R. Price, whose name as Managing Member of Price Ceiling, L.L.C., an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Managing Member and with full authority, executed same for and as the act of said limited liability company.

Given under my hand and official seal this 30th day of April, 2013.

Notary Public

My commission expires: 12/5/15

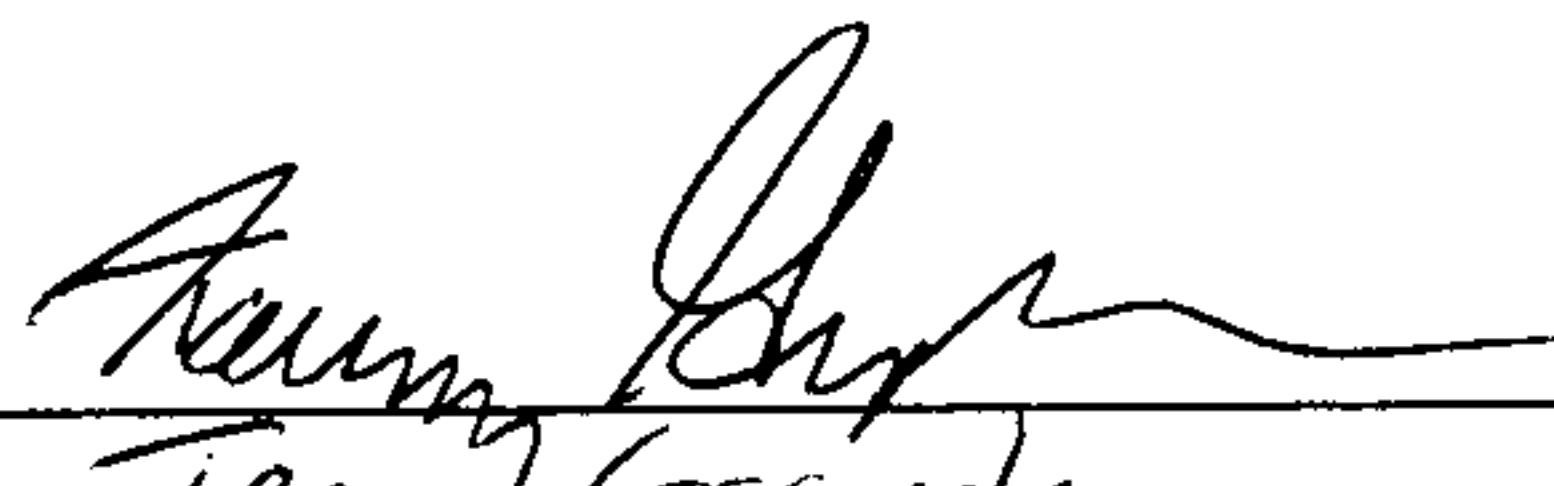
(SEAL)



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Shelby Cnty Judge of Probate, AL
07/15/2013 11:47:28 AM FILED/CERT

SERVISFIRST BANK

an Alabama banking corporation

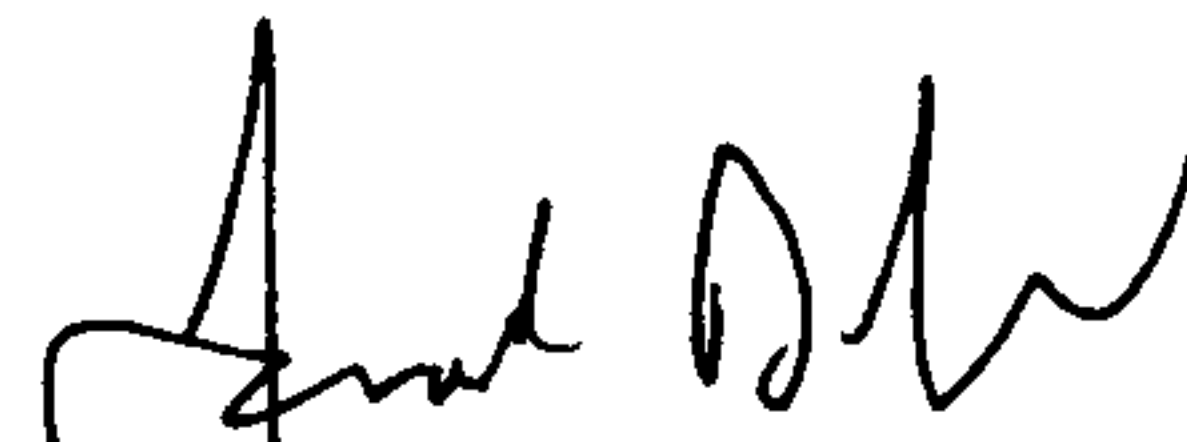
By: 
Tony Graydon
 Its: Senior Vice President

STATE OF ALABAMA

MONTGOMERY COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tony Graydon, whose name as Senior Vice President of ServisFirst Bank, an Alabama banking corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily on behalf of said corporation.

Given under my hand and official seal this 30th day of April, 2013.



Notary Public

My commission expires: 12/5/15

(SEAL)

This instrument prepared by:
 James R. Dickens, Jr., Esq.
 Rushton, Stakely, Johnston & Garrett, P.A.
 184 Commerce Street
 Post Office Box 270
 Montgomery, Alabama 36101-0270
 (334) 206-3100
 RSJ&G File No. 8333-81



20130715000285900 5/5 \$26.00
 Shelby Cnty Judge of Probate, AL
 07/15/2013 11:47:28 AM FILED/CERT

STATE OF ALA
 MONTGOMERY CO.
 I CERTIFY THIS INSTRUMENT
 WAS FILED ON
 RLPY 04456 PG 0612-0818 2013 Jun 24
 04:14PM
 STEVEN L. REED
 JUDGE OF PROBATE

INDEX	\$6.00
REC FEE	\$15.50
CERT	\$1.00
NO DEED TAX	
CHECK TOTAL	\$21.50
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