

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

Dated and effective as of March ²⁶~~26~~, 2015

Shree Shayona, Inc., an Alabama Corporation ("Shree Shayona"), Hasitkumar H. Patel, an individual borrower ("Patel") and Hasitkumar H. Patel, an individual Guarantor ("Guarantor Patel") (collectively, the "Borrower Parties") and Branch Banking and Trust Company, a North Carolina banking corporation (the "Lender"), agree as follows:

1. **Preliminary Statements.** Shree Shayona and Patel previously entered into a certain loan with the Lender (the "Village Drive Loan"), which is evidenced and secured by a separate Promissory Note and Mortgage of Real Estate and Security Agreement, in the amount of \$1,173,000.00, executed among Shree Shayona, Patel and Lender on December 20th, 2013. As a condition to making an additional \$420,000.00 mortgage loan (the "Balmoral Loan") to Shree Shayona and Guarantor Patel contemporaneously herewith, the Lender has required that the Village Drive Loan be cross-defaulted and cross-collateralized with the Balmoral Loan. The Borrower Parties agree and acknowledge that there is good and sufficient consideration for them to cross-default and cross-collateralize the Village Drive Loan and the Balmoral Loan (collectively, the "Loans") and that all of the Borrower Parties shall receive direct and indirect benefits from the Loans. The Borrower Parties and the Lender agree to cross-default and cross-collateralize the Village Drive Loan and the Balmoral Loan pursuant to the terms of this Cross-Collateralization and Cross-Default Agreement (this "Agreement").

2. **Cross-Collateralization.** The Borrower Parties hereby agree that the Village Drive Loan shall be cross-collateralized with the Balmoral Loan, and the Borrower Parties specifically agree and acknowledge that the collateral described in the loan documents evidencing each Loan shall secure the other Loans, as the same may hereafter be renewed, modified, amended or extended.

3. **Cross-Default.** The Loans are hereby cross-defaulted with one another and each of the Borrower Parties agree that the occurrence of an Event of Default as defined in, and pursuant to any of the loan documents evidencing each Loan, shall constitute an immediate Event of Default (without need of notice or the expiration of any additional cure period other than as specified in such loan documents) under all the loan documents.

4. **Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of Alabama. The Borrower Parties submit and consent to the jurisdiction of the state courts sitting in St. Clair County, Alabama and the U.S. District Court for the Northern District of Alabama and irrevocable consent to venue in such courts in the event any action is brought arising from or related to this Agreement. Nothing herein shall limit the jurisdiction of any other court. To the extent permitted by applicable law, the borrower parties waive any objection to venue of any action instituted hereunder and consent to the granting of such legal or equitable relief as is deemed appropriate by the court.

5. **Miscellaneous.** The provisions hereof are binding on the heirs, executors, administrators, assigns, and successors of Borrower Parties and shall inure to the benefit of

Lender, its successors and assigns. This Agreement is made under the seal of all parties hereto, and it is intended that this Agreement is and shall constitute and have the effect of a sealed instrument according to law. This Agreement has been negotiated, and is being executed and delivered in Birmingham, in the State of Alabama, or if executed elsewhere, shall become effective upon Lender's receipt and acceptance of the executed original of this Agreement in the State of Alabama; provided, however, that Lender shall have no obligation to give, nor shall Borrower Parties be entitled to receive, any notice of such acceptance for this Agreement to become a binding obligation of Borrower Parties. If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall not be affected thereby. This Agreement may not be modified except by written agreement signed by Borrower Parties and Lender. Each of the undersigned has subscribed its, his or her name hereto without condition that anyone else should sign or becomes bound hereon and without any other condition whatever being made. Borrower Parties acknowledge receipt of an executed copy of this Agreement and of any other instrument executed by Borrower Parties before this transaction is consummated.

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20150401000102730 2/6 \$29.00
Shelby Cnty Judge of Probate, AL
04/01/2015 12:29:09 PM FILED/CERT

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first set forth above.

SHREE SHAYONA, INC.

By: _____ (SEAL)
Name: Hasitkumar H. Patel
Its: President



20150401000102730 3/6 \$29.00
Shelby Cnty Judge of Probate, AL
04/01/2015 12:29:09 PM FILED/CERT

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Hasitkumar H. Patel, whose name as President of Shree Shayona, Inc., an Alabama 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 instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Shree Shayona, Inc.

Given under my hand this the 26th day of March, 2015.

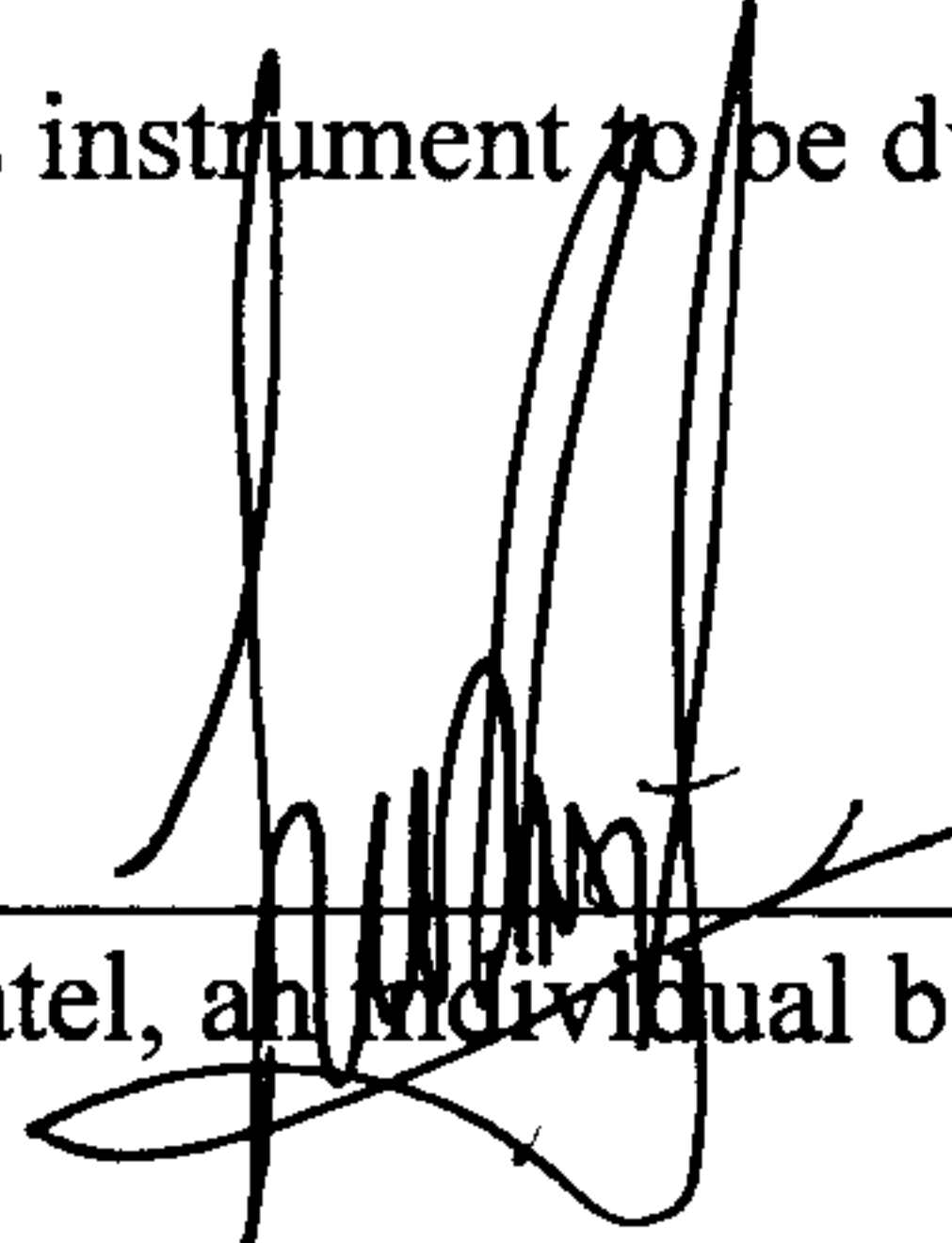
Melissa Kessler Smith
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

MELISSA KESSLER SMITH
Notary Public, Alabama State At Large
My Commission Expires May 2, 2016


IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first set forth above.



Hasitkumar H. Patel, an individual borrower

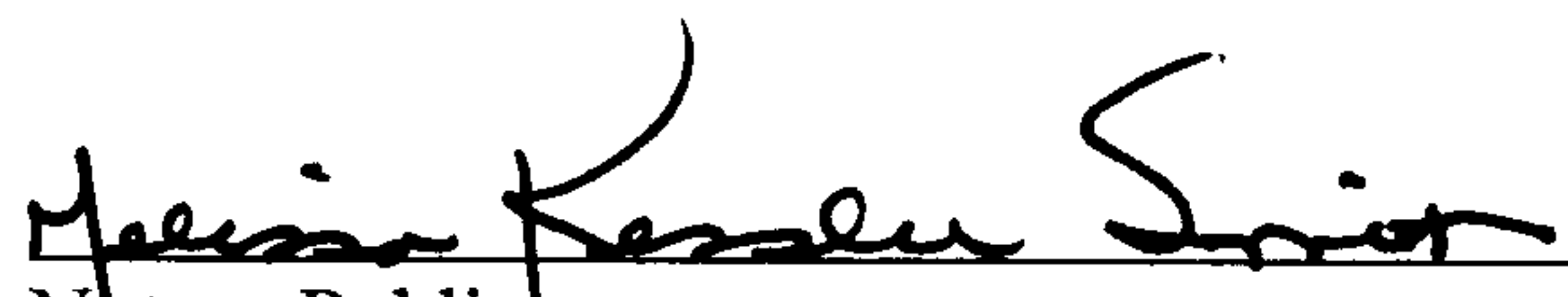
STATE OF ALABAMA

COUNTY OF Jefferson


20150401000102730 4/6 \$29.00
Shelby Cnty Judge of Probate, AL
04/01/2015 12:29:09 PM FILED/CERT

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Hasitkumar H. Patel, whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand this the 26th day of March, 2015.



Notary Public

[NOTARIAL SEAL]

My commission expires:

MELISSA KESSLER SMITH
Notary Public, Alabama State At Large
My Commission Expires May 2, 2016

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first set forth above.



Hasitkumar H. Patel, an individual Guarantor

STATE OF ALABAMA

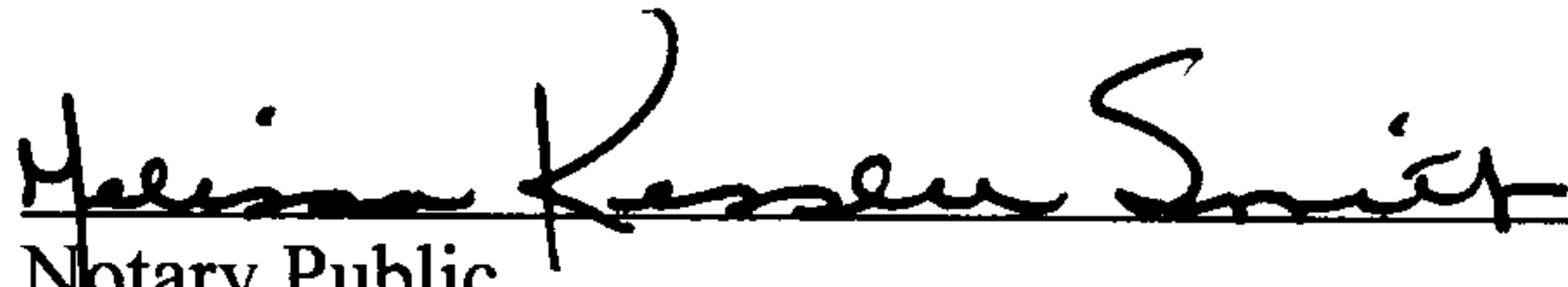
COUNTY OF Jefferson



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I, the undersigned, Notary Public in and for said County in said State, hereby certify that Hasitkumar H. Patel, whose name 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, executed the same voluntarily on the day the same bears date.

Given under my hand this the 26th day of March, 2015.



Notary Public

[NOTARIAL SEAL]

My commission expires: _____

MELISSA KESSLER SMITH Notary Public, Alabama State At Large My Commission Expires May 2, 2016

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the date first set forth above.

BRANCH BANKING AND TRUST COMPANY

By: [Signature] (SEAL)

Name: Michael Hull

Its: Vice President VP

STATE OF ALABAMA

COUNTY OF Jefferson



20150401000102730 6/6 \$29.00
Shelby Cnty Judge of Probate, AL
04/01/2015 12:29:09 PM FILED/CERT

I, the undersigned, Notary Public in and for said County in said State, hereby certify that Michael Hull, whose name as Vice President of Branch Banking and Trust Company, a North Carolina 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 instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the 26th day of March, 2015.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: _____

MELISSA KESSLER SMITH
Notary Public, Alabama State At Large
My Commission Expires May 2, 2016