

**CROSS DEFAULT
AND
CROSS COLLATERALIZATION AGREEMENT**

THIS AGREEMENT entered into this the 24th day of March, 2017 by and between **KEY 7, LLC**, an Alabama limited liability company (hereinafter the "Obligor") and is for the benefit of **REGIONS BANK** (hereinafter "Bank").

WHEREAS, the Bank has or in the future desires to make loans, advances and issue credit to Obligors (hereinafter the "Obligations").

WHEREAS, as security for the Obligations, Obligor has or will pledge, mortgage or grant a security interest in real, personal, or intangible property (hereinafter, along with all of the property and collateral pledged by Obligor to Bank, the "Collateral") to Bank to secure its Obligations to Bank.

WHEREAS, this pledge or mortgage of Collateral to Bank and Obligor's obligations and liabilities to Bank and the Obligations are evidenced in part by the following (the "Agreements"):

1. Mortgage by which Obligor granted to Bank a mortgage in property located at 2183 Parkway Lake Dr., Hoover, AL 35244 and which is recorded in the Office of the Judge of Probate for Shelby County, Alabama as Instrument No. 20100929000321490;
2. Mortgage by which Obligor granted to Bank a mortgage in property located at 7650 Commerce LN Ste. A, Trussville, AL 35173 and which is recorded in the Office of the Judge of Probate for Jefferson County, Alabama in Bk: LR201105 at Page 24191;
3. Mortgage by which Obligor granted to Bank a mortgage in (a) property located in Huntsville, AL and which is recorded in the Office of the Judge of Probate for Limestone County, Alabama in RLPY BK 2014 PG 9210; (b) in property located in Jefferson County AL and which is recorded in the Office of the Judge of Probate for Jefferson County, Alabama in Bk: LR201411, Pg: 24669; and (c) in property located in Shelby County and which is recorded in the Office of the Judge of Probate for Shelby County, Alabama as Instrument No. 20140327000085970;
4. Mortgage, Assignment of Rents and Leases, and Security Agreement executed contemporaneously with this Agreement and by which Obligor is granting a mortgage to Bank in property located at 7431 Cahaba Valley Road, Birmingham, AL 35242 recorded in the Office of the Judge of Probate for Shelby County, Alabama as Instrument No. 20170327000100320.
5. And any and all other agreements executed by Obligors (or any of them), Obligors' guarantors, or Obligors' accommodation parties to or for the benefit of Bank.

WHEREAS, Bank and Obligors desire that there exists an understanding that all of the Collateral shall secure all of the Obligations.

NOW, THEREFORE, in consideration of the premises, and to induce Bank to make loans and advances to Obligors, and to continue to make loans and advances to Obligors, and for \$10.00 and other good and valuable consideration, it is hereby agreed as follows:

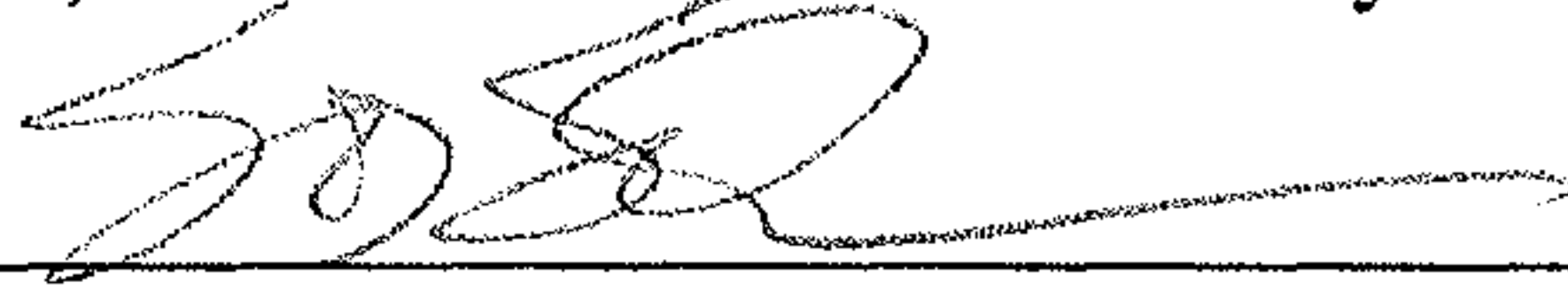
1. That a default or an event of default under any one of the Obligations, the Agreements or the documents evidencing the Obligations, shall constitute a default or event of default on all of the Obligations, all of the Agreements, all of the documents evidencing the Obligations, and any other agreements between Bank and Obligor.
2. Upon the occurrence of a default or event of default in any agreement evidencing the Obligations or the Agreements, then Bank shall be entitled to all rights and remedies under all of the Agreements, any other agreements evidencing the Obligations, and/or any other agreements between Bank and Obligor, just as if a default had occurred under each of those agreements.
3. The Collateral shall secure all of the Obligations, and in such regard Obligor does hereby pledge, assign, grant, bargain sell, convey, grant a security interest in, transfer and mortgage the Collateral to Bank as security for and as collateral for all of the Obligations. In such regard, Obligor does hereby amend the Agreements and all agreements entered into by Obligor in regard to the Collateral to reflect the fact that such Collateral is being mortgaged and pledged as collateral and as security for all of the Obligations.
4. Obligor further understands and does hereby confirm to Bank, that until all of the Obligations are paid in full and Bank has no further obligation to make any advances to Obligor, Obligor shall have no rights to the satisfaction and termination of any mortgage or financing statements, and in such regard Obligor does hereby waive all provisions of Alabama Code to the contrary.
5. Obligor does hereby consent to and hereby waives any and all notice of the making of any modification, amendment, renewal or extension of any note or agreement evidencing the Obligations, or any supplement thereto; the making of any other agreement; the incurring of any other debts or obligations by Obligor to Bank or others and/or of the pledge, sale, transfer, and/or assignment thereof; the granting of security interests therein to Bank; the granting to Obligor of any extensions of time to make any payments to perform or discharge any of the Obligations (or waive such performances and/or discharge); the compounding, compromising, and/or adjusting of any claim against the Obligor or any accommodation party, obligor or debtor of Obligor; the accepting or releasing of any security either of Obligor or of any third party; and all other notices which Obligor is entitled. No act on Bank's part and nothing other than the full payment, performances, and discharge of all of the Obligations shall operate to discharge or satisfy the liability of the undersigned hereunder. The liability of the undersigned hereunder is primary, direct and unconditional and may be enforced without first resorting to any rights or remedies Bank may have against any other person, any other entity, or against any security. Obligor further agrees that this agreement, and all obligations secured hereby, shall remain in full force and effect and in its original tenor at all times hereinafter during the term hereof, notwithstanding i) the unenforceability, non-existence invalidity, or non-perfection of any of the

Obligations, or any instrument or agreement guaranteeing or securing the Obligations, or of any lien, pledge, assignment, security interest or conveyance given as security for the Obligations; ii) the failure of Bank to pursue any collateral securing the Obligations or the failure to file a claim against Obligor or any guarantor of the Obligations in any proceeding pertaining to the death, insolvency, or bankruptcy of such person or entity; or iii) any action or undertakings by, or against, Bank or Obligor or concerning any collateral which is secured, pledged or assigned to the Bank in connection with the Obligations in any proceeding in the United States Bankruptcy Court; including without limitation, matters relating to valuation of collateral, election or imposition of secured or unsecured claim status upon claims by the Bank pursuant to any Chapter of the Bankruptcy Code, as may be applicable from time to time.

6. This Agreement amends the Agreements and all other agreements between Bank and Obligor evidencing the Obligations or any other credit arrangement, as specifically stated above. This is an amendment to such documents and not a novation thereof. All terms and conditions of such agreements, not specifically amended herein, or hereby reaffirmed, ratified, and shall continue in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date first above written.

KEY 7, LLC, an Alabama limited liability company

By: 
 Print Name: Steven D. Splawn
 Title: Manager


 WITNESS


 WITNESS



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 03/27/2017 09:23:39 AM
 \$21.00 CHERRY
 20170327000100600

