

RECORDING TAX NOTE TO PROBATE COURT: This Cross Collateral and Cross Default Agreement is one (1) of two (2) such agreements that are being filed contemporaneously in Jefferson County, Alabama and Shelby County, Alabama, to cause the Property to cross secure obligations of the Borrower (as defined below) under a Credit Agreement of even date herewith in the maximum amount as of the date hereof of One Million and No/100 Dollars (\$1,000,000.00). Aggregate recording tax payable in connection with the recording of these 2 agreements is **\$1,500.00**, all of which is being paid to the county in which the first of these 2 agreements is filed. The total value of all of the property described in these 2 agreements is \$6,175,000.00. The value of the property described in this Agreement (as defined below) is \$4,335,732, or **70.21%** of the total value. **Thus, \$1,053.15 of the total \$1,500.00 recording tax payable is properly allocable to Shelby County with respect to the recording of this Agreement.**

**This instrument was prepared by
and return to:**

Lucas B. Gambino, Esq.
MAYNARD, COOPER & GALE, P.C.
1901 Sixth Avenue North
2400 Regions Harbert Plaza
Birmingham, Alabama 35203
(205) 254-1000

**STATE OF ALABAMA
COUNTY OF SHELBY**

CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT

THIS CROSS COLLATERAL AND CROSS DEFAULT AGREEMENT (this "**Agreement**") dated September 19, 2017 is between **WAYNE'S AUTO SALES, INC.**, an Alabama corporation ("**Wayne's Auto**"), **BAMA FINANCE COMPANY, INC.**, an Alabama corporation ("**Bama Finance**"), and **BROCK MADDOX, LLC**, an Alabama limited liability company ("**Brock Maddox**"), and collectively with Wayne's Auto and Bama Finance, herein jointly and severally called the "**Borrower**," whether one or more), and **JERRY WAYNE GRAVES, JR.** and **PATTI L. GRAVES**, each an individual (together, the "**Individuals**"), and collectively with the Borrower, the "**Borrower Group**"), and **USAMERIBANK**, a Florida banking corporation (the "**Lender**").

Recitals

Capitalized terms used in these Recitals have the meanings defined for them above or in Section 1.2. The Borrower Group has requested that the Lender extend the Loans (as defined below) to each respective Borrower pursuant to the Credit Documents (as defined below). The Lender has required that the Loans be cross-defaulted and cross-collateralized as provided in this Agreement as a condition to extending the Loans. The Borrower Group has entered into this Agreement in order to induce the Lender to extend the Loans.

Agreement



NOW, THEREFORE, in consideration of the foregoing recitals and in further consideration of the mutual agreements of the parties contained in this Agreement, the Borrower Group and the Lender hereby agree as follows:

ARTICLE 1

Rules of Construction and Definitions

SECTION 1.1 General Rules of Construction. For the purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

(a) Words of masculine, feminine or neuter gender include the correlative words of other genders. Singular terms include the plural as well as the singular, and vice versa.

(b) All references herein to designated "Articles," "Sections" and other subdivisions or to lettered Exhibits are to the designated Articles, Sections and subdivisions hereof and the Exhibits annexed hereto unless expressly otherwise designated in context. All Article, Section, other subdivision and Exhibit captions herein are used for reference only and do not limit or describe the scope or intent of, or in any way affect, this Agreement.

(c) The terms "include," "including," and similar terms shall be construed as if followed by the phrase "without being limited to."

(d) The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, other subdivision or Exhibit.

(e) All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference.

(f) No inference in favor of or against any party shall be drawn from the fact that such party or such party's counsel has drafted any portion hereof.

(g) All references in this Agreement to a separate instrument are to such separate instrument as the same may be amended or supplemented from time to time pursuant to the applicable provisions thereof.

(h) Capitalized terms not otherwise defined herein shall have the meaning assigned in the Credit Documents.

SECTION 1.2 Definitions. As used in this Agreement, the following terms are defined as follows:

(a) **Credit Agreements** means, collectively, the Revolving Credit Agreement and the Term Credit Agreement.

(b) **Credit Documents** means, collectively, the Credit Agreements, the Revolving Credit Documents and the Term Credit Documents.

(c) **Governmental Authority** means any national, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof.

(d) **Lien** means any mortgage, pledge, assignment, charge, encumbrance, lien, security title, security interest or other preferential arrangement.

(e) **Loans** means, collectively, the Revolving Loan and the Term Loan.

(f) **Obligations** means (1) the payment of all amounts now or hereafter becoming due and payable by the Borrower under the Credit Documents, including the principal amount of the Loans, all interest (including interest that, but for the filing of a petition in bankruptcy, would accrue on any such principal) and all other fees, charges and costs (including attorneys' fees and disbursements) payable in connection therewith; (2) the observance and performance by the Borrower of all of the provisions of the Credit Documents; (3) the payment of all sums advanced or paid by the Lender in exercising any of its rights, powers or remedies under the Credit Documents executed by the Borrower, and all interest (including post-bankruptcy petition interest, as aforesaid) on such sums provided for herein or therein; (4) the payment and performance of all other indebtedness, obligations and liabilities of the Borrower to the Lender (including obligations of performance) of every kind whatsoever, arising directly between the Borrower and the Lender or acquired outright, as a participation or as collateral security from another person by the Lender, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter incurred, contracted or arising, joint or several, liquidated or unliquidated, regardless of how they arise or by what agreement or instrument they may be evidenced or whether they are evidenced by agreement or instrument, and whether incurred as maker, endorser, surety, guarantor, general partner, drawer, tort-feasor, account party with respect to a letter of credit, indemnitor or otherwise; (5) the payment of all amounts now or hereafter becoming due and payable under or in connection with any existing or future "swap" (as such term is defined in the U.S. Commodity Exchange Act, as in effect from time to time, and the official rules and regulations promulgated there under (collectively, the "CEA")) with the Lender or any of its affiliates; provided, however, the term "Obligations" as used in this Agreement shall not include any obligation arising under any such swap to the extent that the securing of such swap obligation by the Borrower would be impermissible or illegal under the CEA; and (6) all renewals, extensions, modifications and amendments of any of the foregoing, whether or not any renewal, extension, modification or amendment agreement is executed in connection therewith.

(g) **Person** (whether or not capitalized) includes natural persons, sole proprietorships, corporations, trusts, unincorporated organizations, associations, companies, institutions, entities, joint ventures, partnerships, limited liability companies and Governmental Authorities.

(h) **Property** means all property, real and personal, that is now or hereafter conveyed or assigned to the Lender, or in which the Lender is now or hereafter granted a Lien, as security for any of the Obligations.

(i) **Revolving Credit Agreement** means that certain Credit Agreement between the Borrower and the Lender dated August 4, 2017, in which the Lender agreed make available the Revolving Loan to the Borrower.

(j) **Revolving Credit Documents** means the this Agreement, the Revolving Credit Agreement, the Credit Documents (as defined in the Revolving Credit Agreement) and all other documents now or hereafter executed or delivered in connection with the transactions contemplated thereby.

(k) **Revolving Loan** means that certain revolving loan extended by the Lender to the Borrower in the original principal amount of \$1,000,000, as evidenced by the Revolving Credit Documents.

(l) **Term Credit Agreement** means that certain Credit Agreement between the Borrower and the Lender dated of even date hereof, in which the Lender shall make available the Term Loan to the Borrower.

(m) **Term Credit Documents** means this Agreement, the Term Credit Agreement, the Credit Documents (as defined in the Term Credit Agreement) and all other documents now or hereafter executed or delivered in connection with the transactions contemplated thereby.

(n) **Term Loan** means that certain term loan to be extended by the Lender to the Borrower in the original principal amount of \$3,500,000, as evidenced by the Term Credit Documents.

ARTICLE 2


Cross-Default and Cross-Collateralization

SECTION 2.1 Cross-Default. The occurrence of any default under any of the Credit Documents shall constitute, at the sole option of the Lender, a default under each of the other Credit Documents, giving the Lender the right, during the existence of such default, to exercise all of its rights, powers and remedies upon default under any or all of such other Credit Documents.

SECTION 2.2 Cross-Collateralization. Each of the Credit Documents that provides Property or other collateral as security for any part of the Obligations shall, and is hereby made to, secure each of the other Obligations, it being the intention of the Borrower Group and the Lender that all of the Obligations shall be fully cross-collateralized by all of the Credit Documents.

SECTION 2.3 Modification of Credit Documents. To the extent that any of the Credit Documents are inconsistent with the provisions of this Article 2, the inconsistent provisions of such other Credit Documents are hereby modified and amended to conform to the provisions of this Article 2. Except as expressly set forth in this Article 2, the other Credit Documents shall remain in full force and effect in accordance with their terms.

SECTION 2.4 Effect of Modification. Nothing contained in this Agreement shall be deemed to impair any liens, assignments or security interests granted to the Lender under or in connection with the Credit Documents, nor affect any of the rights, powers or remedies of the Lender thereunder nor constitute a waiver of any provision thereof, except as specifically set forth in this Agreement.


20171002000357980 4/10 \$43.00
Shelby Cnty Judge of Probate, AL
10/02/2017 02:11:16 PM FILED/CERT

ARTICLE 3

Miscellaneous

SECTION 3.1 Independent Obligations. The Borrower Group agrees that each of the obligations of the Borrower Group to the Lender under this Agreement may be enforced against the Borrower Group without the necessity of joining any other maker, endorser, surety, guarantor or other person liable for the payment of any of the Obligations, any other owners of any Property or holders of Liens thereon, or any other person, as a party.

SECTION 3.2 Heirs, Successors and Assigns. Whenever in this Agreement any party hereto is referred to, such reference shall be deemed to include the heirs, successors and assigns of such party, except that the Borrower Group may not assign or transfer this Agreement without the prior written consent of the Lender; and all covenants and agreements of the Borrower Group contained in this Agreement shall bind the Borrower Group's heirs, successors and assigns and shall inure to the benefit of the successors and assigns of the Lender.

SECTION 3.3 Governing Law. This Agreement and the other Credit Documents shall be construed in accordance with and governed by the internal laws of the State of Alabama (without regard to conflict of law principles) except as required by mandatory provisions of law and except to the extent that the validity and perfection of the Liens on the Property are governed by the laws of any jurisdiction other than the State of Alabama.

SECTION 3.4 Date of Agreement. The date of this Agreement is intended as a date for the convenient identification of this Agreement and is not intended to indicate that this Agreement was executed and delivered on that date.

SECTION 3.5 Separability Clause. If any provision of the Credit Documents shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 3.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same agreement.

SECTION 3.7 No Oral Agreements. This Agreement is the final expression of the agreement between the parties hereto, and this Agreement may not be contradicted by evidence of any prior oral agreement between such parties. All previous oral agreements between the parties hereto have been incorporated into this Agreement and the other Credit Documents, and there is no unwritten oral agreement between the parties hereto in existence.

SECTION 3.8 Waiver and Election. The exercise by the Lender of any option given under this Agreement shall not constitute a waiver of the right to exercise any other option. No failure or delay on the part of the Lender in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any further exercise thereof or the exercise of any other right, power or remedy. No modification, termination or waiver of any provisions of the Credit Documents, nor consent to any departure by the Borrower therefrom, shall be effective unless in writing and signed by an authorized officer of the Lender, and then such waiver or consent shall be



effective only in the specific instance and for the specific purpose for which given. No notice to or demand on the Borrower in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances.

[signatures on the following pages]



20171002000357980 6/10 \$43.00
Shelby Cnty Judge of Probate, AL
10/02/2017 02:11:16 PM FILED/CERT

IN WITNESS WHEREOF, the Borrower Group and the Lender have caused this Agreement to be dated as of the date first set forth above and to be duly executed and delivered.

BORROWER GROUP:

WAYNES AUTO SALES, INC.

By: [Signature]
Name: [Signature]
Its: Authorized Representative

BAMA FINANCE COMPANY, INC.

By: [Signature]
Name: [Signature]
Its: Authorized Representative

BROCK MADDOX, LLC

By: [Signature]
Name: [Signature]
Its: Authorized Representative

[Signature]
JERRY WAYNE GRAVES, JR.

[Signature]
PATTI L. GRAVES

LENDER:

USAMERIBANK

By: [Signature]
Name: [Signature]
Its: AVP



20171002000357980 7/10 \$43.00
Shelby Cnty Judge of Probate, AL
10/02/2017 02:11:16 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF Jefferson)

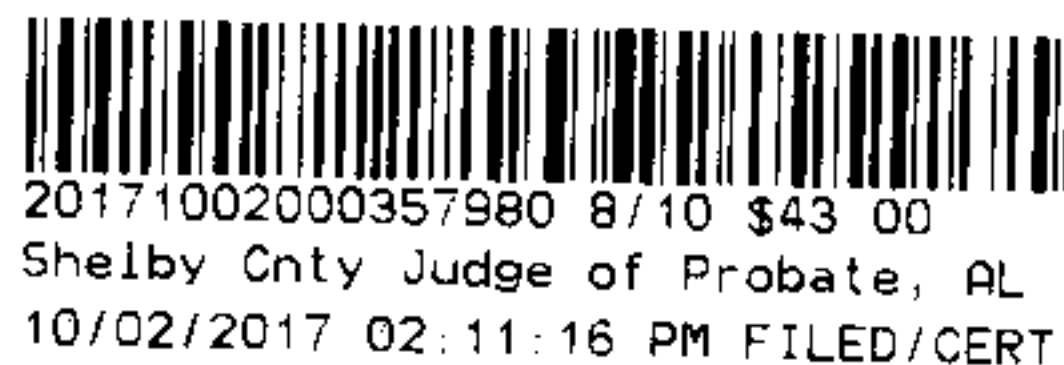
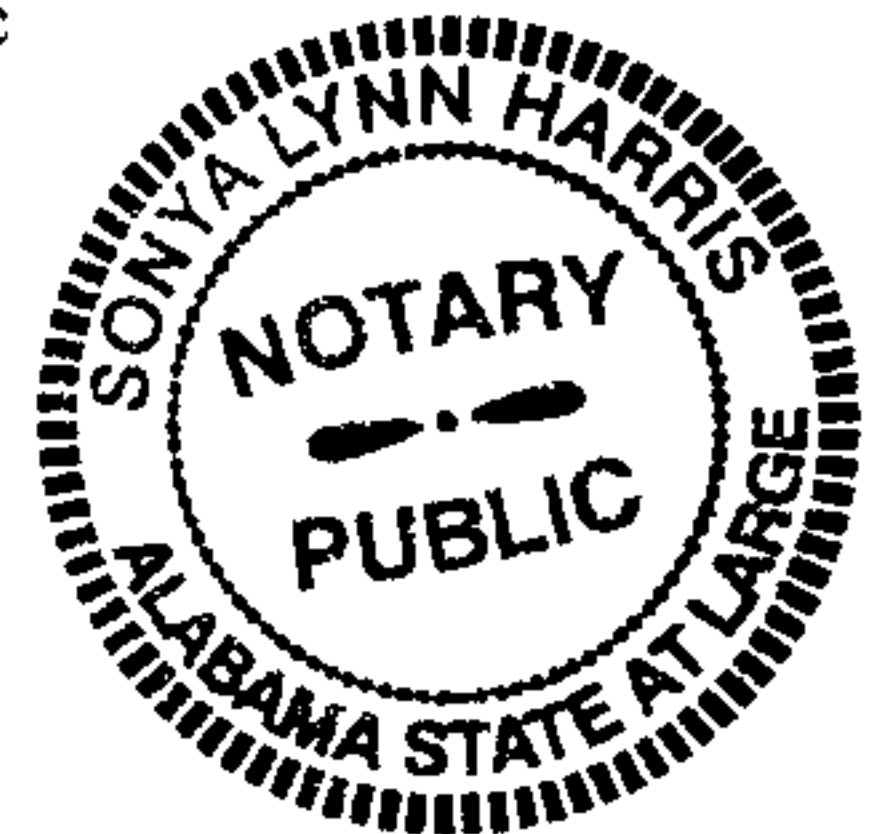
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Wayne Graves, Jr., whose name as an authorized representative of Wayne's Auto Sales, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 and official seal this the 18th day of September, 2017.

Sonya Lynn Harris
Notary Public

[AFFIX SEAL]

My commission expires: 10/26/20



STATE OF ALABAMA)
COUNTY OF Jefferson)

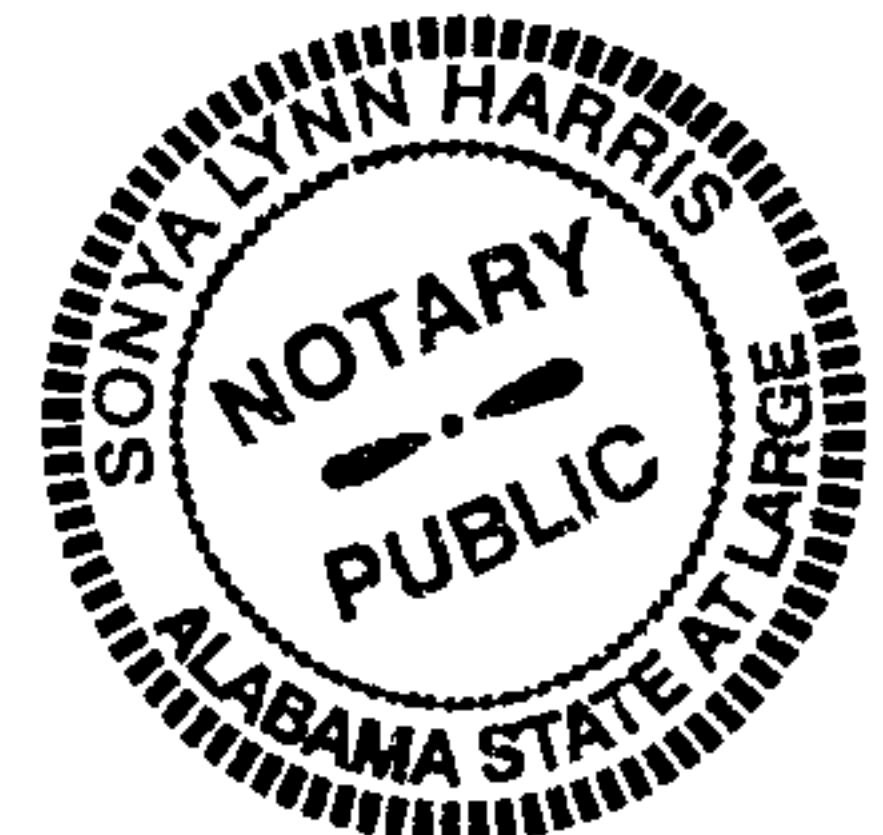
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Wayne Graves, Jr., whose name as an authorized representative of Bama Finance Company, Inc., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said 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 and official seal this the 18th day of September, 2017.

Sonya Lynn Harris
Notary Public

[AFFIX SEAL]

My commission expires: 10/26/20



STATE OF ALABAMA)
COUNTY OF Jefferson)

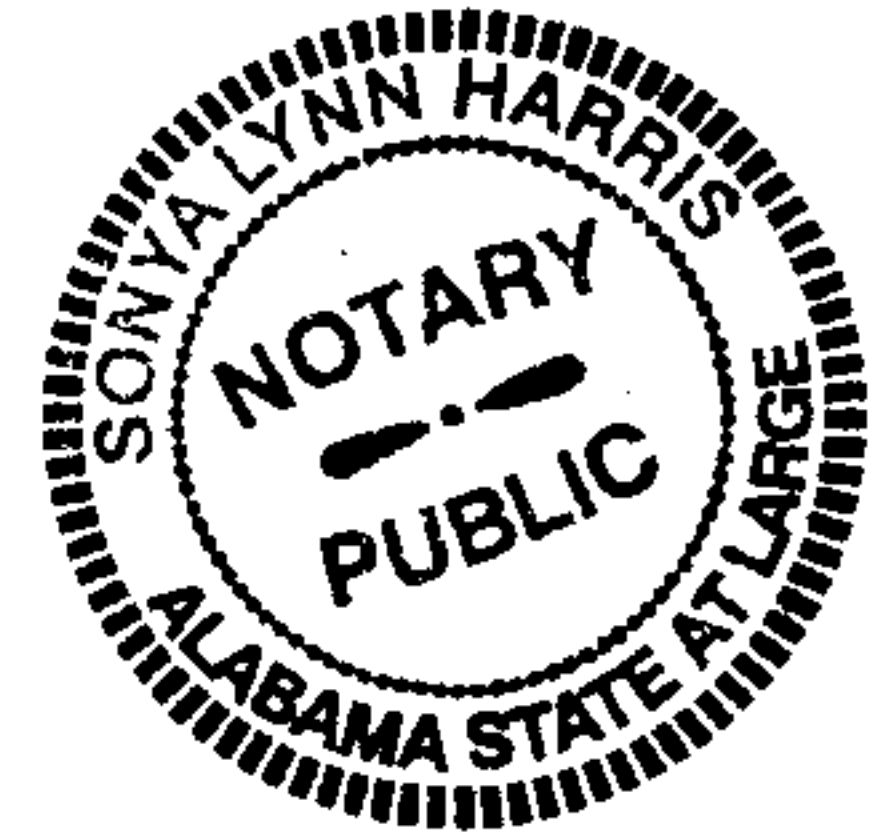
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that J. Wayne Graves, Jr., whose name as an authorized representative of Brock Maddox, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 18th day of September, 2017.

Sonya Lynn Harris
Notary Public

[AFFIX SEAL]

My commission expires: 10/26/20



20171002000357980 9/10 \$43.00
Shelby Cnty Judge of Probate, AL
10/02/2017 02:11:16 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF Jefferson)

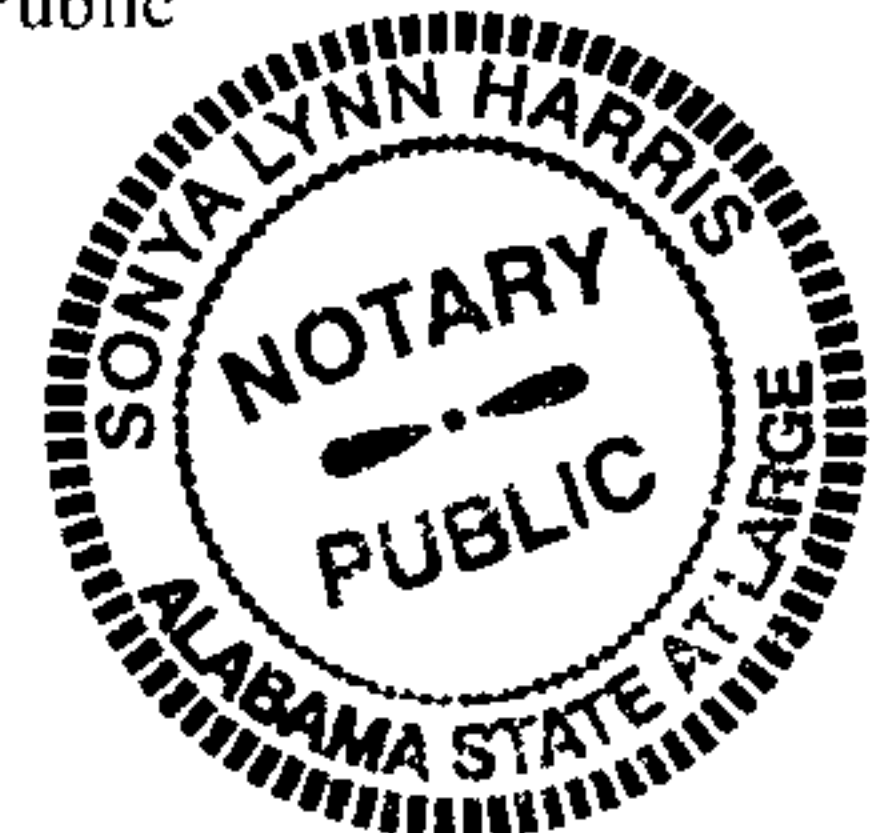
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jerry Wayne Graves, Jr., is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said person.

Given under my hand and official seal this the 18th day of September, 2017.

Sonya Lynn Harris
Notary Public

[AFFIX SEAL]

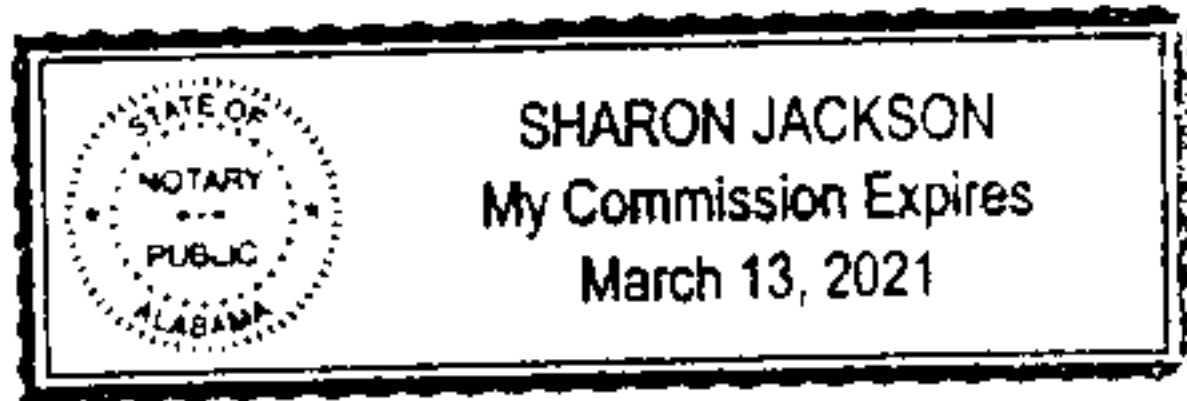
My commission expires: 10/26/20



STATE OF ALABAMA)
COUNTY OF Jefferson)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Patti L. Graves, 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said person.

Given under my hand and official seal this the 19 day of September, 2017.



[AFFIX SEAL]

Sharon Jackson
Notary Public

My commission expires: 3-13-21



20171002000357980 10/10 \$43.00
Shelby Cnty Judge of Probate, AL
10/02/2017 02:11:16 PM FILED/CERT