

THIS INSTRUMENT WAS PREPARED
BY AND UPON RECORDING SHOULD
BE RETURNED TO:



20171102000397400 1/7 \$33.00
Shelby Cnty Judge of Probate, AL
11/02/2017 09:38:09 AM FILED/CERT

**CROSS-COLLATERALIZATION, CROSS-DEFAULT
AND MODIFICATION AGREEMENT**

**THIS CROSS-COLLATERALIZATION CROSS-DEFAULT AND
MODIFICATION AGREEMENT** (this "Agreement") is made as of August 2, 2017, by
and between Andrea S Lamberson, M.D., LLC whose address is 198 Narrows
Drive, Suite 103, Birmingham, Al 35242, and **FIRST US BANK**, an
Alabama banking corporation (together with its successors and assigns, "**Lender**"), as
mortgagee, whose address is 300 Office Park Drive, Suite 175, Birmingham, Alabama 35223.

RECITALS:

A. Andrea S. Lamberson, M.D., LLC and Andrea S. Lamberson are
referred to herein, individually and collectively, as "**Borrowers**") are indebted to Lender
pursuant to loans (individually and collectively, the "**Loans**"), which Loans are evidenced by
those certain Promissory Notes described on Exhibit A attached hereto and made a part hereof,
(as the same may hereafter be renewed, extended, modified, or amended, being hereinafter
referred to as the "Notes"), which Notes are secured by, among other things, those Mortgage and
Security Agreements executed by borrower in favor of Lender dated August 2, 2017
each in favor of Lender (as the same may hereafter be amended or modified, the "**Security**
Instruments"), encumbering the real property more particularly described the Security
Instruments (the "**Property**"). The Security Instruments are more particularly described on
Exhibit A.

B. Borrowers and Lender have entered into, and are parties to, various other
instruments and agreements related to the Loans (such instruments and agreement are referred to
collectively, together with the Notes and the Security Instruments, as the "**Loan Documents**").

C. The Borrowers have agreed to cross-collateralize and cross-default the Loans of
the Borrowers against the Security Instruments and have agreed to enter into this Agreement in
order to do the foregoing.

D. Each of the Borrowers is an affiliate of the other Borrowers received a direct and
material benefit from each of the Loans made by Lender to the other Borrowers. Lender is
willing to make or extend loans to each of the Borrowers only if each Borrower enters into this
Agreement.

E. Each Borrower is executing this Agreement to evidence its agreement (i) that the
Security Instruments to which it is a party shall secure all of the Loans and (ii) an Event of
Default under any Loan Document shall be an Event of Default under each of the other Loan

Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, to induce Lender to make the Loans, to further secure repayment of the Loans and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrowers agree with Lender, and Lender agrees with Borrowers, as follows:

1. Cross-Collateralization. Each Security Instrument is hereby amended to provide that the Loans are hereby cross-collateralized with one another, and that the Property described in such Security Instrument shall secure, in addition to the indebtedness described in such Security Instrument and on a *pari passu* basis with all other Loans, the obligations of the Borrowers under each of the Notes and the other Loan Documents, including, without limitation, the obligations of the Borrowers to pay the principal of and interest on all other Loans, as the same may hereafter be renewed, modified, amended or extended, and to pay all other Indebtedness (as defined in the Security Instruments and the Loan Documents) and other agreed charges and to perform all of the obligations and agreements contained in all other Loan Documents. The Borrowers hereby mortgage and convey to the Lender, and grant to the Lender a lien and security interest in and to, all such Mortgaged Property as collateral for all of the Combined Obligations (hereinafter defined).

2. Cross-Default. The Security Instruments are hereby amended to provide that the Loans are hereby cross-defaulted with one another, and Mortgagor agrees that the occurrence of an "Event of Default" as defined in, and pursuant to, any of the Loan Documents, 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 Document) under each of the other Loan Documents.

3. Additional Modification. The Security Instruments are hereby further amended as follows:

(a) to increase the amount of the indebtedness secured by the Security Instruments to include the principal of and interest on each of the promissory notes listed in Exhibit B attached hereto and all expenses, charges and other amounts due and owing from time to time under any and all of the Loan Documents, such that the Loans shall be treated as if they were a single, integrated indebtedness of each Borrower (the "**Combined Obligations**"); and

(b) to provide that if the Combined Obligations of Mortgagor are otherwise subject to avoidance under any Fraudulent Transfer Law (defined below), then the Combined Obligations of Mortgagor shall be limited to the largest amount that would not render the Mortgagor's obligations under the Loan Documents, including without limitation this Agreement, subject to avoidance as a fraudulent transfer or conveyance under such Fraudulent Transfer Law. For purposes of this Agreement, "**Fraudulent Transfer Law**" means Section 548 of Title 11 of the United States Code or any applicable provisions of comparable state law, including any provisions of the Uniform Fraudulent Conveyance Act or Uniform Fraudulent Transfer Act, as adopted under state law.

4. Miscellaneous.

(a) Upon the filing of the mortgages or deeds of trust and security agreements constituting part of the Loan Documents, all necessary recording, and intangible or documentary stamp taxes shall be duly paid by Borrowers. This Agreement is being given as additional collateral to secure the obligations of Borrowers under the Loan Documents.

(b) This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

5. No Oral Agreements. The Loan Documents represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

6. Controlling Law. This Agreement shall be governed by the laws of the State of Alabama.

7. Waiver of Jury Trial. **BORROWERS AND LENDER HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE LOANS, OR (B) IN ANY WAY CONNECTED WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF LENDER AND/OR BORROWERS WITH RESPECT TO THE LOAN DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. BORROWERS AGREE THAT LENDER MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY, AND BARGAINED AGREEMENT OF BORROWERS IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY AS AN INDUCEMENT OF LENDER TO MAKE THE LOANS TO MORTGAGOR, AND THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.**

[SIGNATURES BEGIN ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, Borrowers and Lender have caused this Agreement to be properly executed by their respective duly authorized representatives as of the date first set forth above.

BORROWER:

[INSERT BORROWER]

By: Andrea S. Lamberson
Name: _____
Its: _____

STATE OF ALABAMA)

Jefferson COUNTY)

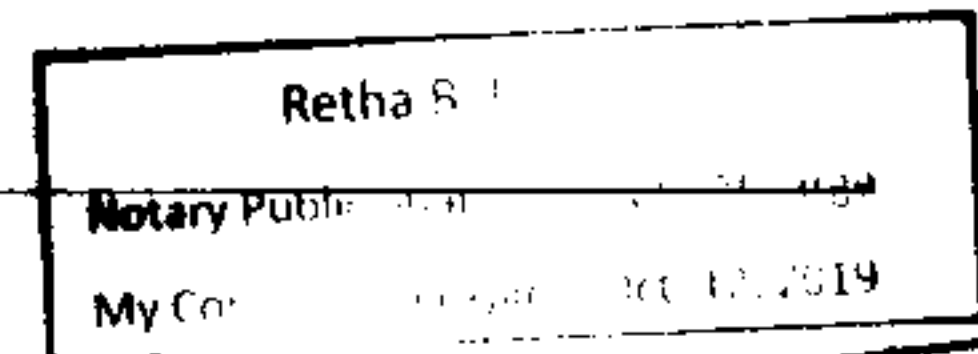
I, the undersigned, a notary public in and for said county in said state, hereby certify that Andrea S. Lamberson, whose name as Manager of Andrea S. Lamberson MD, LLC limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such Manager and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 3RD day of August, 2017.

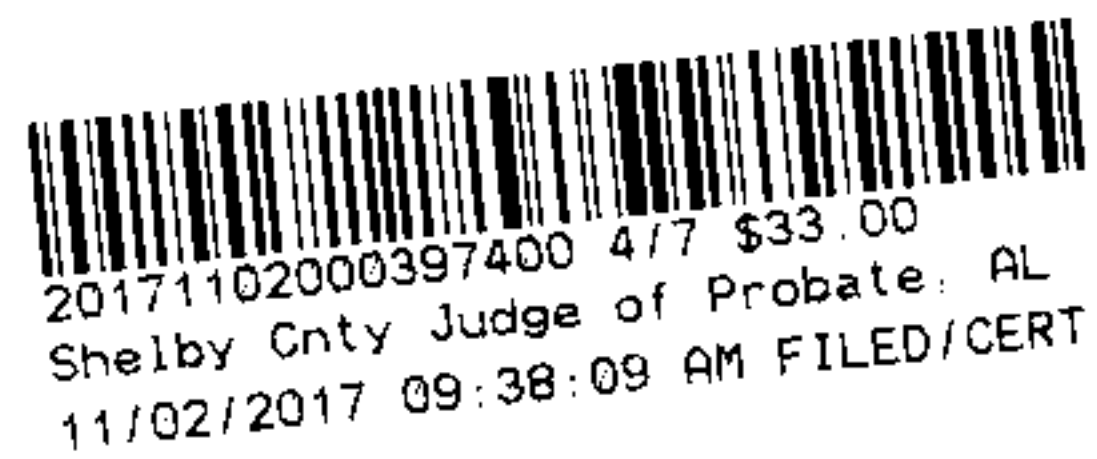
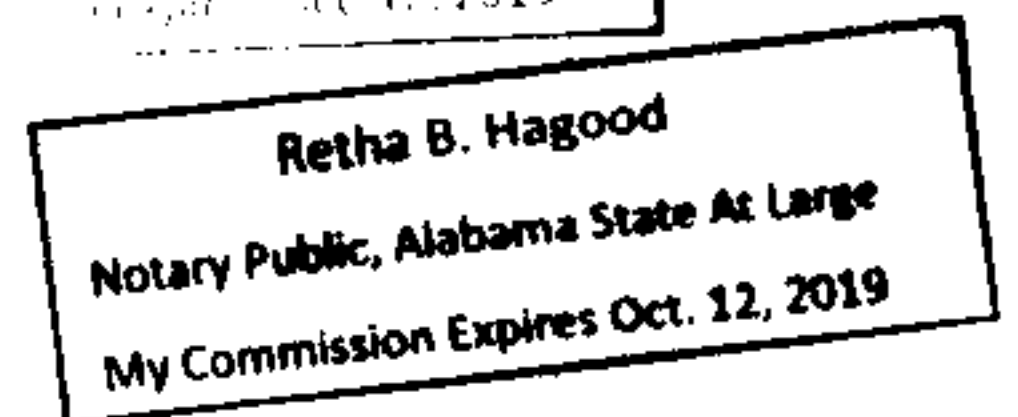
Retha B. Hagood
Notary Public

[NOTARIAL SEAL]

My commission expires:



[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]



[INSERT BORROWER]

By: Andrea S. Lamberson
Name: _____
Its: _____

STATE OF ALABAMA)

Jefferson COUNTY)

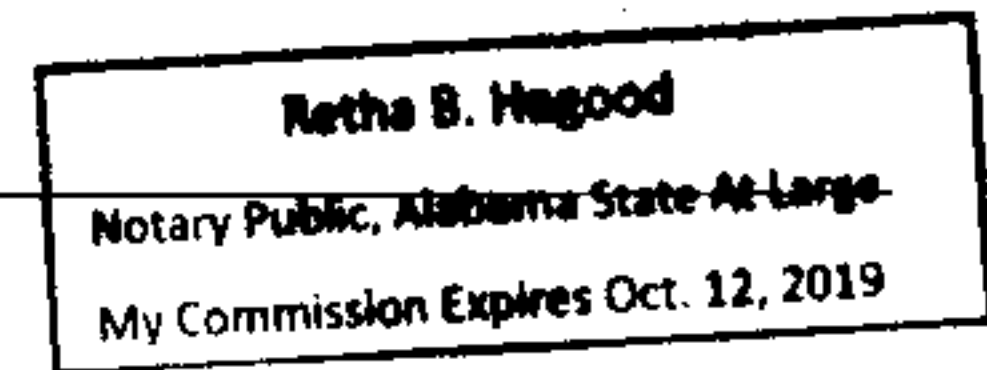
I, the undersigned, a notary public in and for said county in said state, hereby certify that Andrea S. Lamberson, whose name as Manager of Andrea S. Lamberson MD, LLC limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such _____ and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 3RD day of August, 2017.

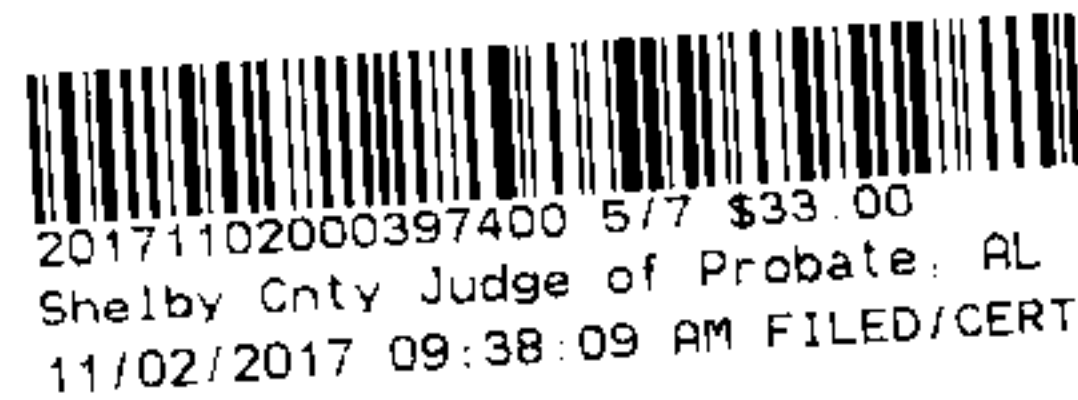
Retha B. Hagood
Notary Public

[NOTARIAL SEAL]

My commission expires: _____



[SIGNATURES CONTINUE ON THE FOLLOWING PAGES]



LENDER:

FIRST US BANK,
an Alabama banking corporation

By: [Signature]
Print Name: Doug Williamson
Its: Sr. V.P.

STATE OF ALABAMA
Jefferson COUNTY

)
:
)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Doug Williamson whose name as SVP of First US Bank, a national banking association, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and official seal this 3rd day of August, 2017

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires:

Retha B. Hagood
Notary Public, Alabama State At Large
My Commission Expires Oct. 12, 2019

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EXHIBIT "A"
COMPLETE LEGAL DESCRIPTION

Units 3 and 4, according to a Resubdivision of Lot 1-A1, a Resubdivision, Lot 1-A, the Narrows Commercial Subdivision, Sector 1, as recorded in Map Book 32, page 21, in the Probate Office of Shelby County, Alabama.



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