

**CROSS DEFAULT  
AND**

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AGREEMNT 1/3

**CROSS COLLATERALIZATION AGREEMENT**

**THIS AGREEMENT** entered into this the 17 day of October, 2014 by and between **CMK INVESTMENT PROPERTIES, LLC**, an Alabama limited liability company, **QUALITY CONTROLS, INC.**, an Alabama corporation and **SOUTHEASTERN TEMPERATURE CONTROLS, INC.**, an Alabama corporation (hereinafter jointly, severally and collectively the "Obligor" or the "Obligors") and is for the benefit of **USAMERIBANK** (as successor by merger to Aliant 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, each 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 all other Obligors to Bank, the "Collateral") to Bank to secure its Obligations to Bank.

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

1. Promissory Note in the amount of \$1,511,675.00 executed by CMK Investment Properties, LLC in favor of USAmeriBank (as successor by merger to Aliant Bank) of even date herewith along with all amendments thereto;
2. Promissory Note in the amount of \$300,000.00 executed by Quality Controls, Inc. in favor of USAmeriBank (as successor by merger to Aliant Bank) of even date herewith along with all amendments thereto;
3. Promissory Note in the amount of \$600,000.00 executed by Southeastern Temperature Controls, Inc. in favor of USAmeriBank (as successor by merger to Aliant Bank) of even date herewith along with all amendments thereto;
4. 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 secures 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 Obligors (or any one of them).
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 Obligors (or any one of them), 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 each Obligors do 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, Obligors do hereby amend the Agreements and all agreements entered into by Obligors 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. Obligors 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 Obligors (or any of them), Obligors shall have no rights to the satisfaction and termination of any mortgage or financing statements, and in such regard Obligors do hereby waive all provisions of Alabama Code to the contrary.
5. Obligors (and each of them) do hereby consents 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 Obligors (or any of them) 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 Obligors (or any of them) 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 Obligors (or any of them) or any accommodation party, obligor or debtor of Obligors (or any of them); the accepting or releasing of any security either of Obligors (or any of them) or of any third party; and all other notices which Obligors (or any of them) are 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. Obligors (and each of them) further agree 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 Obligors (or any of them) 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 Obligors (or any of them) 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  
 Obligors (and each of them) 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.

**CMK INVESTMENT PROPERTIES, LLC**, an Alabama  
 limited liability company

BY: 

Name: Brian M. Kornowicz (a/k/a Brian Kornowicz)

Title: Member

**QUALITY CONTROLS, INC.**, an Alabama corporation

BY: 

Name: Brian M. Kornowicz (a/k/a Brian Kornowicz)

Title: President

**SOUTHEASTERN TEMPERATURE CONTROLS, INC.**, an  
 Alabama corporation

BY: 

Name: Brian M. Kornowicz (a/k/a Brian Kornowicz)

Title: President

Heather E Ward

WITNESS

Stephanie J. Goss

WITNESS



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 11/06/2020 09:53:47 AM  
 \$29.00 CHARITY  
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Allen S. Bayl