

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

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AGREEMNT 1/7

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross Collateralization and Cross-Default Agreement (the "Agreement"), dated effective for all purposes as of 29th December, 2020, is made and entered into by and among **CHRISTOPHER ALAN GIATTINA** a/k/a Christopher A. Giattina and **INGRID MARIA STRAETER** a/k/a Ingrid M. Straeter, husband and wife and **HEXNUT FARM LLC**, an Alabama limited liability company (jointly and severally, the "Borrowers"), **ALABAMA FARM CREDIT, ACA**, for itself and as agent/nominee for others, being a federally chartered instrumentality that is part of the Farm Credit System. Lender affiliated institutions include but are not limited to Alabama Farm Credit, FLCA and/or Alabama Farm Credit, PCA, or their respective successors or assigns (the "Affiliates").

RECITALS:

A. Christopher Alan Giattina, Ingrid Maria Straeter and Hexnut Farm LLC previously entered into that certain Promissory Note in favor of the FLCA dated November 17, 2017 in the original principal amount of One Million One Hundred Fifty Thousand and No/100 Dollars (\$1,150,000.00) ("Note #1"), which has been assigned Loan #952511 and is secured by, among other things, (i) that certain Mortgage (With Future Advance Clause) from Christopher Alan Giattina, Ingrid Maria Straeter and Hexnut Farm LLC in favor of the FLCA dated November 17, 2017 and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20171121000420010 ("Mortgage #1").

B. Simultaneously with the execution hereof, Christopher Alan Giattina and Ingrid Maria Straeter have entered into that certain Promissory Note in favor of the ACA of even date herewith in the original principal amount of Eight Hundred Thirty Five Thousand and No/100 Dollars (\$835,000.00) ("Note #2"), which has been assigned Loan #5648490 and is secured by, among other things, (i) that certain Mortgage (With Future Advance Clause) from Christopher Alan Giattina, Ingrid Maria Straeter and Hexnut Farm LLC in favor of the ACA of even date herewith and recorded in the Office of the Judge of Probate of Shelby County, Alabama, in Instrument Number 20201230000602200 ("Mortgage #2").

F. Note #1 and Note #2, as the same have been or may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively herein as the "Notes". Mortgage #1 and Mortgage #2, as the same may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively as the "Mortgages". The Mortgages and any and all other liens, titles, mortgages, security interests, financing statements or other encumbrances now or hereafter executed and/or delivered by any

or all of the Borrowers in connection with the loans evidenced by the Notes, as the same have been or may be amended, restated, modified, continued or renewed from time to time, are hereinafter sometimes referred to collectively as the "Collateral Documents". The Notes, the Collateral Documents and any and all other documents, instruments, security agreements, assignments, certificates and agreements now or hereafter executed and/or delivered by any or all of the Borrowers in connection with the loans evidenced by the Notes, as the same may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively herein as the "Loan Documents".

G. The undersigned have agreed that the Loan Documents should be cross-collateralized, such that the real and personal property and other collateral described in each of the Collateral Documents shall serve as collateral for the respective obligations of Borrowers under the Loan Documents and that the failure by any of the Borrowers to perform their respective obligations under any one (1) or more of the Loan Documents shall constitute a default with respect to all of the Loan Documents.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

1. The Recitals set forth above are true and correct, are made a part hereof and incorporated herein by reference.
2. This Agreement is executed in furtherance of that certain Loan Agreement by and among Borrowers, Guarantors, the PCA and the ACA of even date herewith (the "Loan Agreement"). Terms capitalized herein, but not defined herein, shall have the meaning ascribed to such terms in the Loan Agreement.
3. Borrowers, Guarantors, the PCA and the ACA hereby acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, all of the real and personal property and other collateral described in any or all of the Collateral Documents shall secure any and all obligations of Borrowers, Guarantors, the PCA and the ACA as evidenced by the Loan Documents and that any proceeds of any such collateral may be applied to any such obligations as the ACA may determine in their sole and absolute discretion.
4. Borrowers, Guarantors, the PCA and the ACA hereby further acknowledge and agree that, notwithstanding any provision of the Loan Documents to the contrary, any default in payment or other breach by any or all of the Borrowers under any or all of the Loan Documents shall constitute a default under each of the Loan Documents and shall entitle the PCA and/or ACA to pursue any and all remedies set forth therein.
5. This Agreement does not constitute an accord and satisfaction, the creation of a new debt or the extinguishment of the debt evidenced by any of the Notes, nor will it in any way

affect or impair the lien and security interest created and evidenced by any of the Collateral Documents. The undersigned hereby agree that the liens and security interests created by virtue of the Collateral Documents shall continue to be in full force and effect, unaffected and unimpaired by this Agreement and that such liens and security interests shall so continue in their respective priorities until the debt secured by each of the Notes is fully discharged. Nothing contained herein shall be construed to be a novation of any of the Loan Documents or to alter or affect the priority of the title, lien, security interest or encumbrance created by the Collateral Documents, it being the expressly declared intention of the parties that no novation of the Loan Documents be created hereby.

6. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of any or all of the Borrowers arising under or by virtue of any of the Loan Documents; to the contrary, Borrowers hereby covenant and agree that the Loan Documents as modified and amended hereby shall be and remain in full force and effect. As an inducement for the PCA and ACA to enter into this Agreement, Borrowers hereby further covenant, warrant and represent unto the PCA and ACA that the Loan Documents as modified and amended hereby are and shall be and remain the legal, valid and binding obligation of Borrowers, as applicable, enforceable in accordance with their respective terms, and Borrowers further covenant, warrant and represent unto the PCA and ACA that the Collateral Documents are and shall be and remain legal, valid, binding and enforceable liens in their respective priorities upon the real estate more particularly described therein, free and clear of any and all liens and encumbrances whatsoever except for ad valorem taxes for the current year which are not yet due and payable and any other encumbrances which were disclosed to and approved by the PCA and ACA, respectively, at the time of the consummation of the loans evidenced by the Notes and secured by the Collateral Documents or otherwise permitted by the Loan Documents or consented to by the PCA and ACA, as applicable. Borrowers further covenant, warrant and represent unto the PCA and ACA that so far as they know, they have not committed or suffered to exist any default under the terms and provisions of the Loan Documents.

7. Except as expressly set forth herein, all other terms of the loans evidenced by the Notes and secured by the Collateral Documents shall remain in full force and effect and unmodified and the Loan Documents, as amended hereby, are hereby ratified, confirmed and approved in all respects and shall continue to be secured by, among other things, the Collateral Documents.

8. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereof and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

[EXECUTION ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the day and year first above written.

BORROWERS:

Christopher Alan Giattina by his Agent and Attorney-in-Fact, Ingrid M. Straeter (L.S.)

Christopher Alan Giattina by his Agent and Attorney-in-Fact, Ingrid M. Straeter

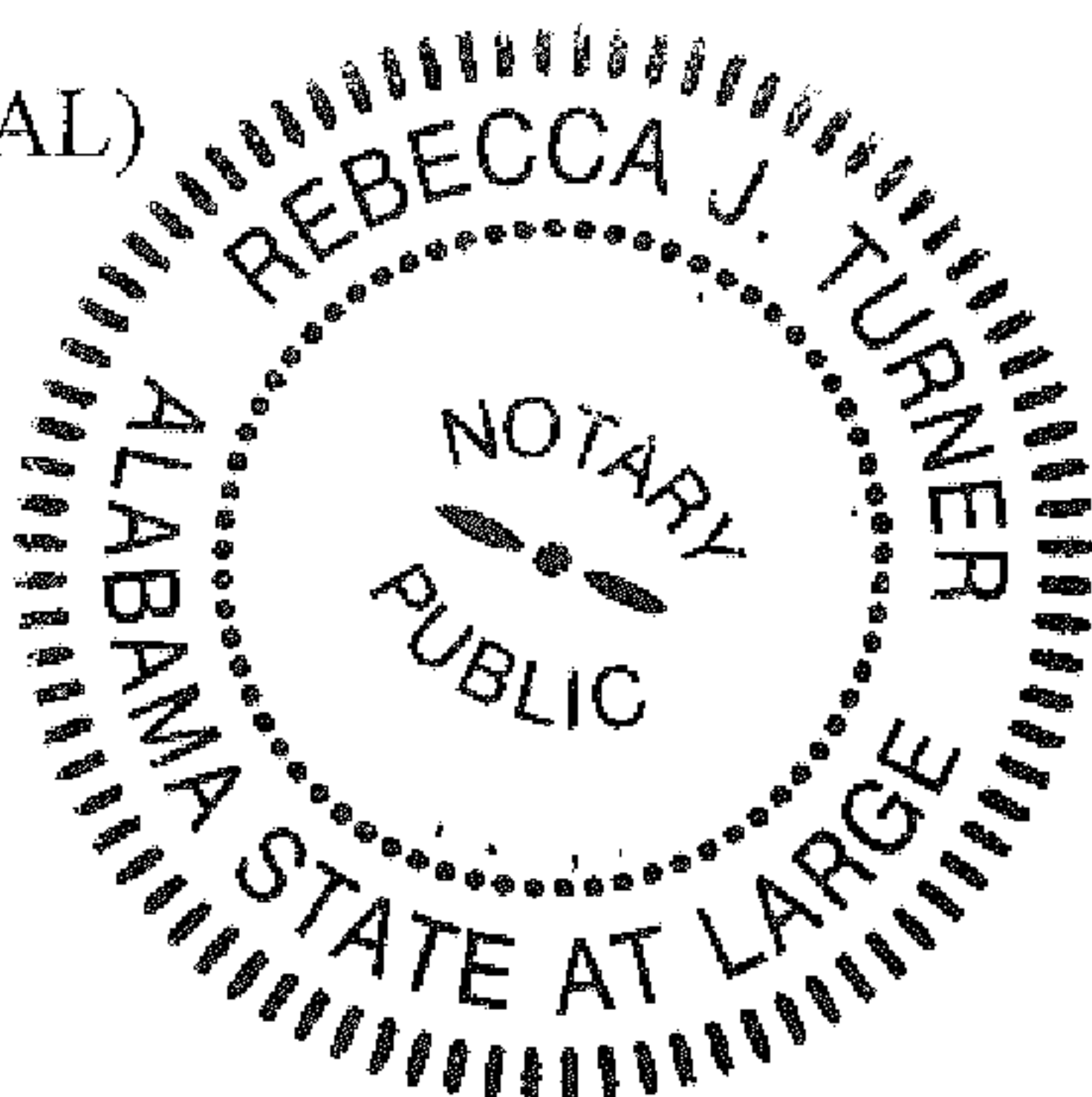
STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Christopher Alan Giattina by his Agent and Attorney-in-Fact, Ingrid M. Straeter** 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 date of this notary acknowledgement.

Given under my hand and official seal this 29th day of December, 2020.

(SEAL)



Rebecca J. Turner
Notary Public

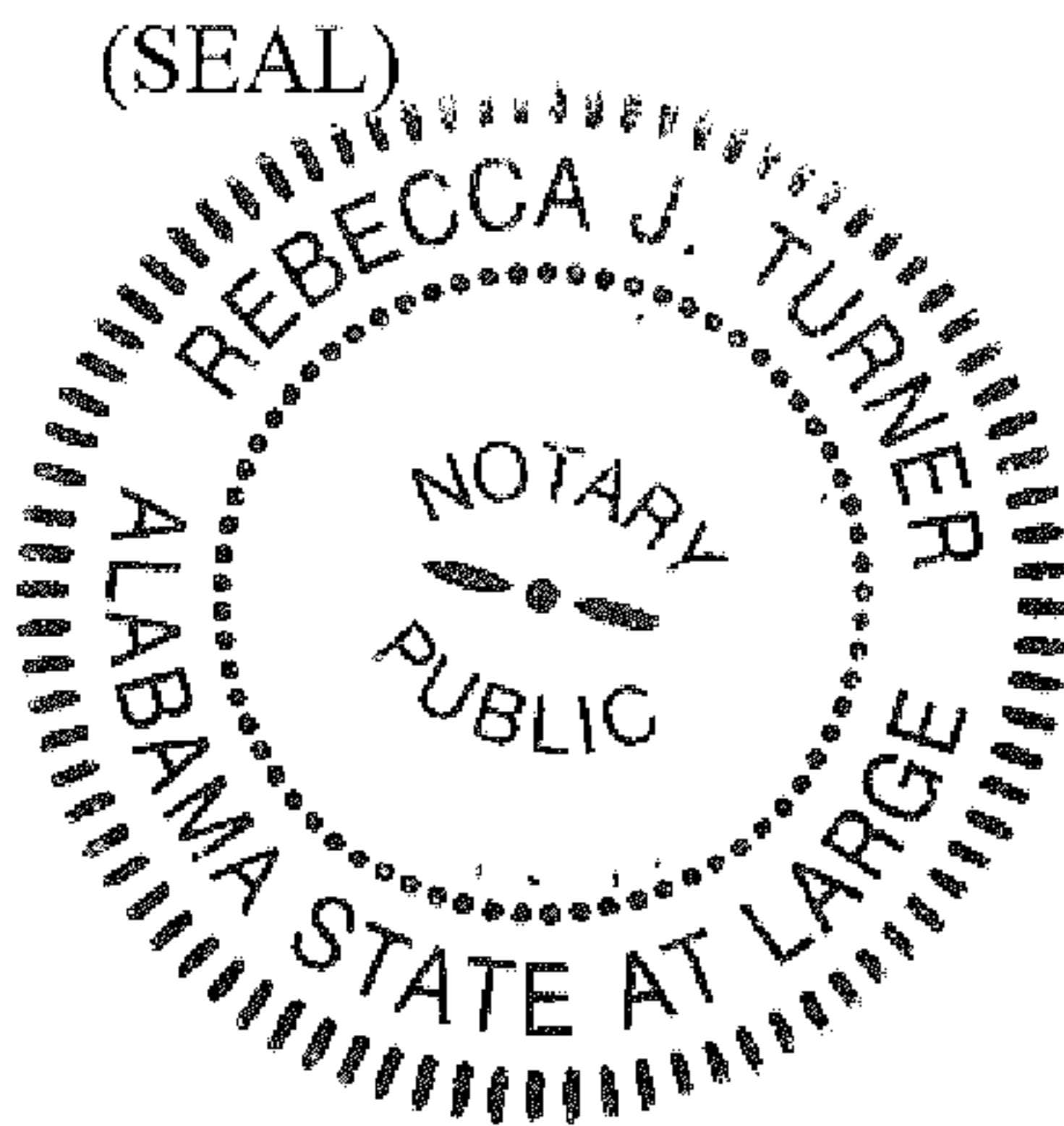
My commission expires: 12/26/2022

Ingrid Maria Straeter (L.S.)
Ingrid Maria Straeter

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Ingrid Maria Straeter**, 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, she executed the same voluntarily on the date of this notary acknowledgement.

Given under my hand and official seal this 29th day of December, 2020.



Rebecca J. Turner
Notary Public
My commission expires: 12/26/2022

Hexnut Farm LLC

A limited liability company

Christopher A. Giattina, Its Member/Manager By
his Agent and Attorney-in-Fact, (L.S.)

Christopher A. Giattina

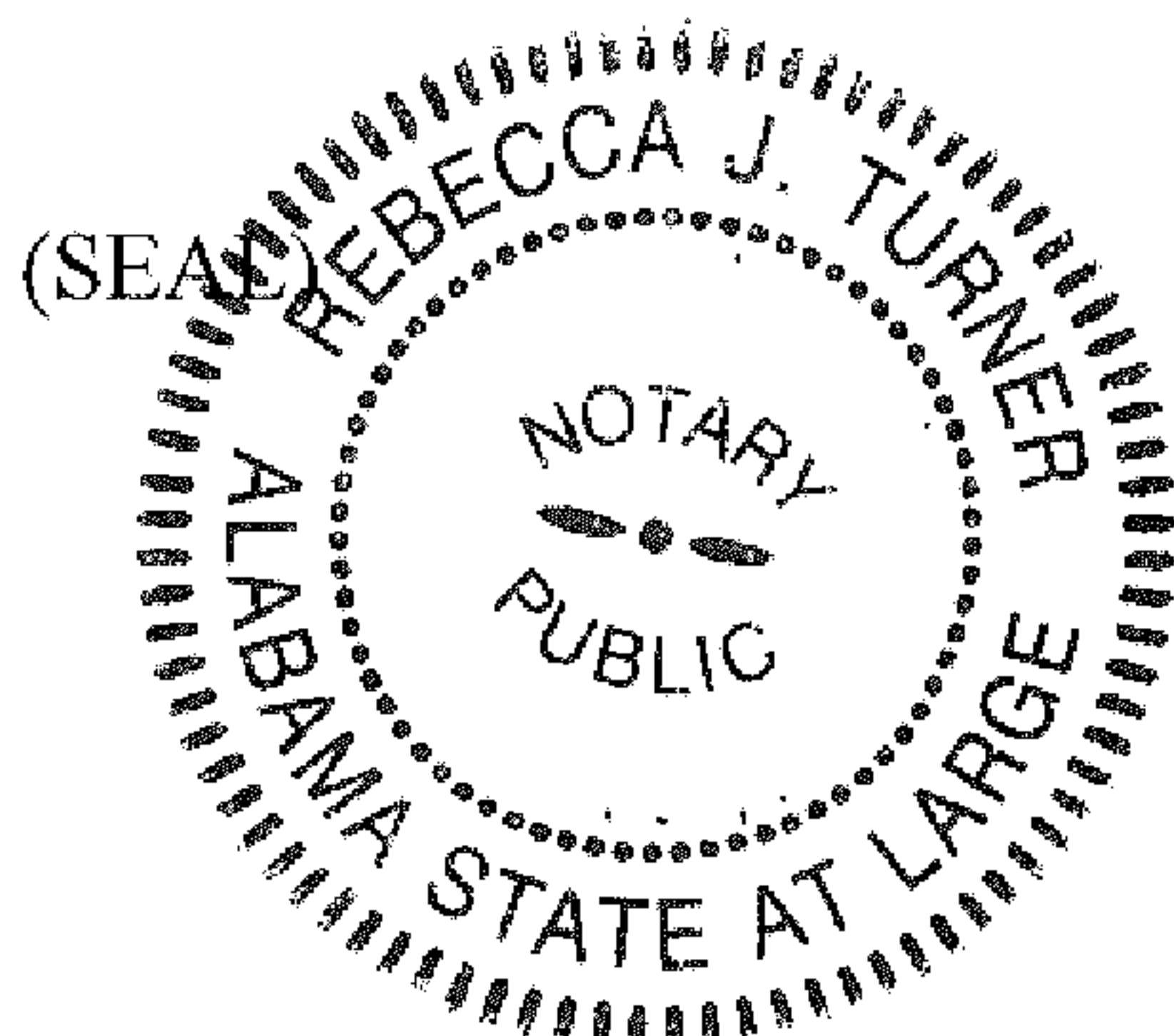
Its Member/Manager

By his Agent and Attorney-in-Fact, Ingrid M. Straeter

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Christopher A. Giattina by his Agent and Attorney-in-Fact, Ingrid M. Straeter**, whose name as Member/Manager of Hexnut Farm LLC, a 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 the instrument, she executed the same voluntarily on the date of this notary acknowledgement.

Given under my hand and official seal this 29th day of December, 2020.



Rebecca J. Turner
Notary Public
My commission expires: 12/26/2022

Hexnut Farm LLC

A limited liability company

Ingrid M. Straeter, Its Member/Manager
(L.S.)

Ingrid M. Straeter

Its Member/Manager

STATE OF ALABAMA)

:

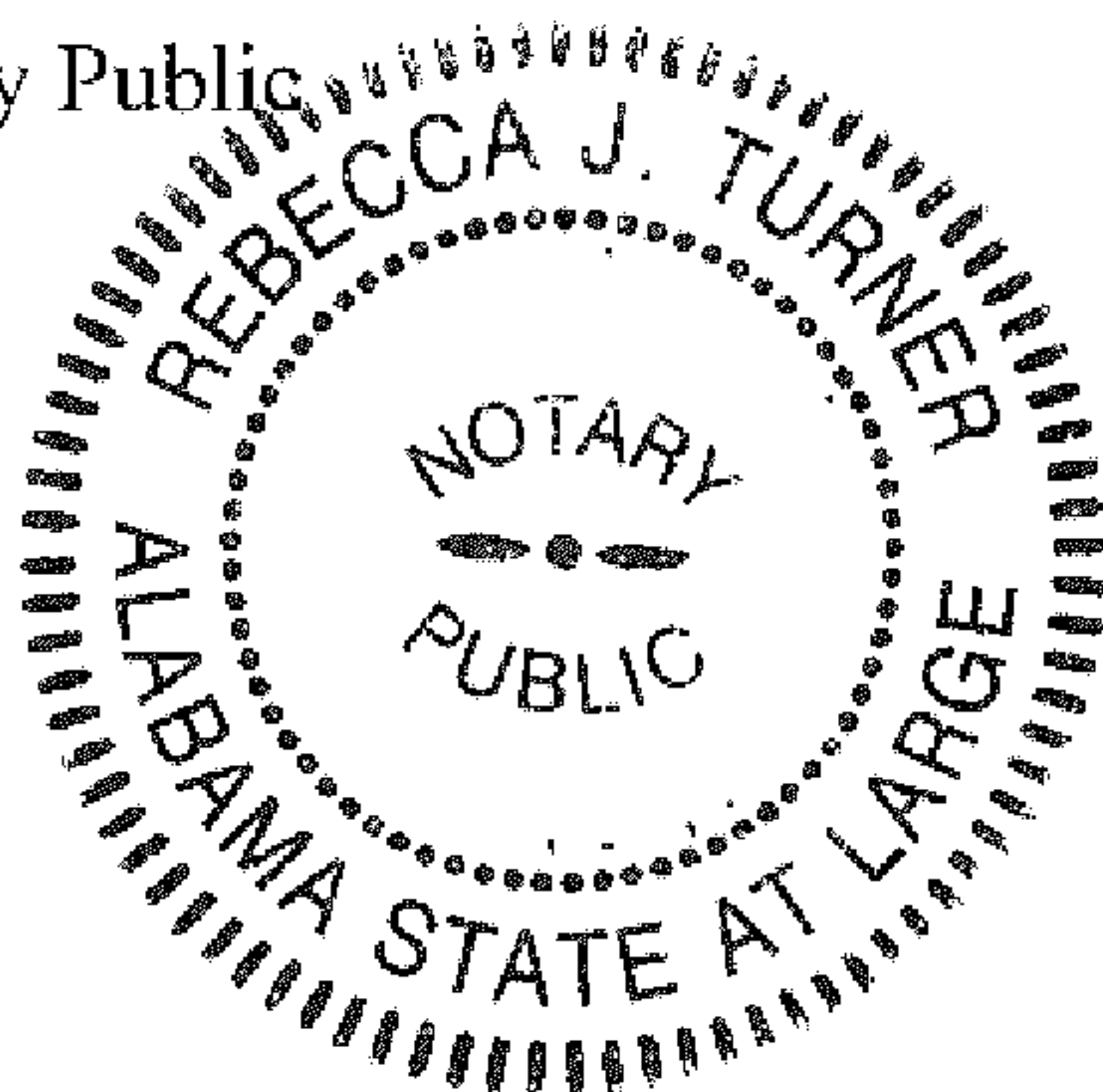
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Ingrid M. Straeter** whose name as Member/Manager of Hexnut Farm LLC, a limited liability company 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, she executed the same voluntarily on the date of this notary acknowledgement.

Given under my hand and official seal this 29th day of December, 2020.

(SEAL)

Notary Public



Rebecca J. Turner

My commission expires: 12/26/2022

LENDERS:

Alabama Farm Credit, ACA,
a federally chartered instrumentality that is part of the
Farm Credit System

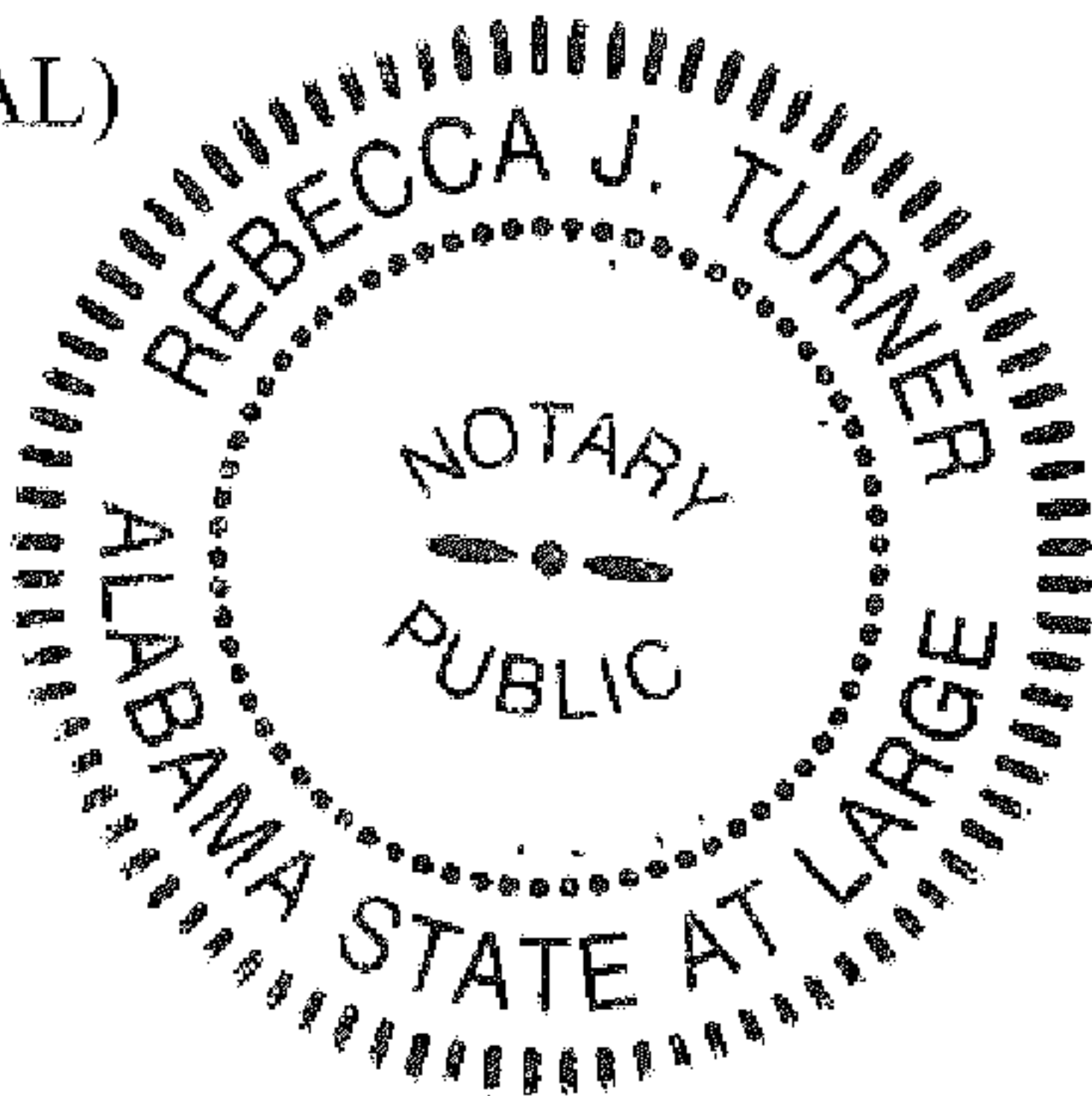
By: [Signature]
Its: VP

STATE OF ALABAMA)
COUNTY OF Shelby)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jim Tolson, whose name as Vice President of **Alabama Farm Credit, ACA**, a federally chartered instrumentality that is part of the Farm Credit System, 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 instrumentality.

Given under my hand this the 29th day of December, 2020.

(SEAL)



Rebecca J. Turner
Notary Public
My commission expires: 12/26/2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/04/2021 09:28:39 AM
\$43.00 CHERRY
20210104000000750

Allie S. Boyd