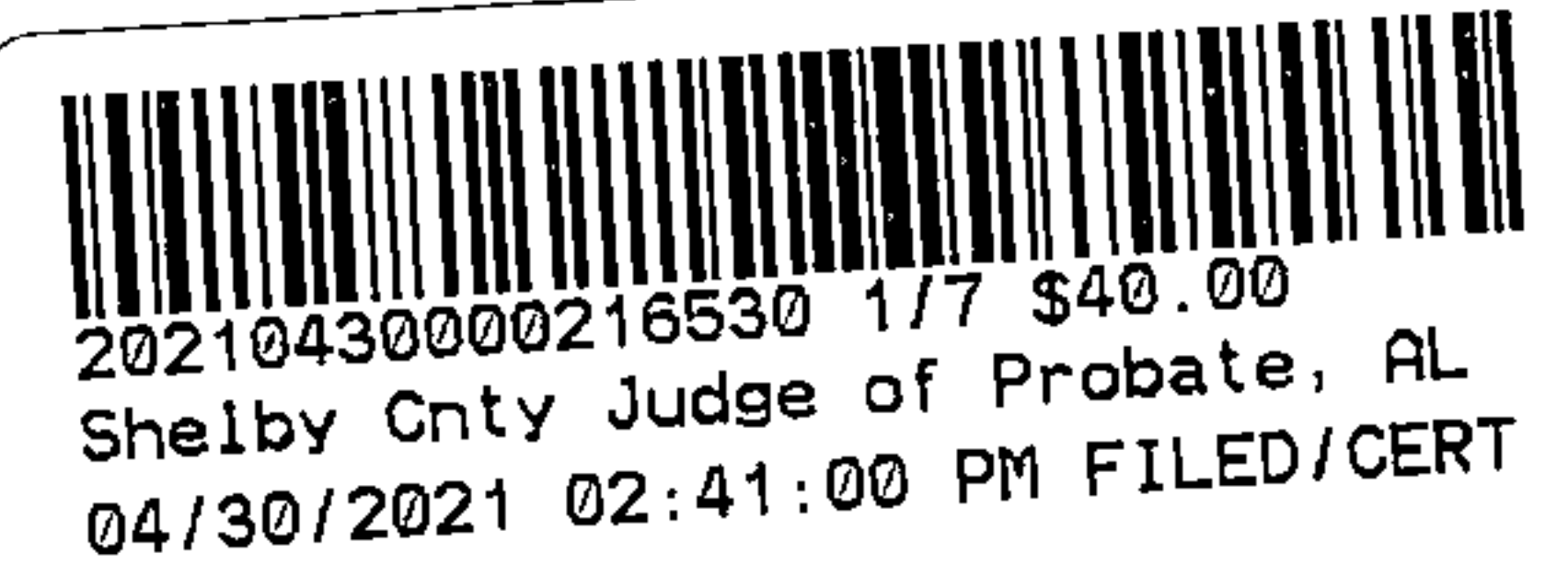


Clerk: SILMOND



STATE OF ALABAMA)

COUNTIES OF)

JEFFERSON)

SHELBY)

ST. CLAIR)

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross-Collateralization and Cross-Default Agreement (this "Agreement") dated effective for all purposes as of April 29, 2021 (the "Effective Date") is made and entered into by and between **H & V PROPERTIES, LLC**, an Alabama limited liability company ("H&V"), and **IBERIABANK**, a division of First Horizon Bank, a Tennessee state-chartered bank ("Lender").

RECITALS:

A. H&V executed that certain Promissory Note in favor of Lender dated September 18, 2018, in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00), as renewed and extended by that certain Promissory Note dated April 29, 2021 (collectively, the "LOC Note"), in connection with a certain Business Loan Agreement for a line of credit dated September 18, 2018 ("BLA LOC Loan"), which is secured by, among other things, (i) that certain Mortgage from H&V in favor of Lender dated September 18, 2018, recorded in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument No. 2018100364 ("LOC Mortgage"), and (ii) that certain Assignment of Rents from H&V in favor of Lender dated September 18, 2018, recorded in the Office of the Judge of Probate of Jefferson County, Alabama, as Instrument No. 2018100365 ("LOC Assignment").

B. H&V is entering into that certain Business Loan Agreement ("BLA Term Loan #1") and Promissory Note ("Term Note #1") in favor of Lender dated April 29, 2021, in the original principal amount of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00) ("Term Loan #1"), and that certain Business Loan Agreement ("BLA Term Loan #2") and Promissory Note ("Term Note #2") in favor of Lender dated April 29, 2021 in the original principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) ("Term Loan #2"), which Term Loan #1 and Term Loan #2 are secured by, among other things, (i) that certain Mortgage ("Term Loans Mortgage") from H&V in favor of Lender dated April 29, 2021, which shall be recorded simultaneously herewith in the Offices of the Judges of Probate of Jefferson County, Shelby County, and St. Clair County (Pell City Division), Alabama ("Probate Offices"), and (ii) that certain Assignment of Rents ("Term Loans



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Offices simultaneously with the Term Loans Mortgage.

C. The LOC Mortgage, the LOC Assignment, the Term Loans Mortgage, the Term Loans Assignment, any UCC-1 Financing Statements filed by Lender, and any and all other liens, titles, assignments, security interests or other encumbrances executed and/or delivered by H&V in connection with the LOC Loan, Term Loan #1, Term Loan #2, 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 LOC Note, BLA LOC Loan, Term Note #1, BLA Term Loan #1, Term Note #2, BLA Term Loan #2, the Collateral Documents, and any and all other documents, instruments, security agreements, assignments, financing statements, certificates and agreements executed and/or delivered by H&V and/or filed by Lender in connection with the LOC Loan, Term Loan #1 and/or Term Loan #2, 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."

D. As an inducement to Lender to renew and extend the LOC Loan, Term Loan #1, and Term Loan #2, as applicable, H&V has agreed that the Loan Documents, and any other loan documents whether existing now or in the future from H&V in favor of Lender, 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 H&V's obligations under the Loan Documents and that H&V's failure to perform its obligations under any one (1) or more of the Loan Documents pertaining to the LOC Loan, Term Loan #1, or Term Loan #2, or the other documents related thereto, or any other loan documents whether existing now or in the future from H&V in favor of Lender, shall constitute a default with respect to each of the LOC Loan, Term Loan #1, and Term Loan #2 as well.

AGREEMENT:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the 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. As an inducement to Lender to renew and extend the LOC Loan, Term Loan #1, and Term Loan #2, as applicable, H&V hereby acknowledges and agrees 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 H&V to Lender and any proceeds of any such collateral may be applied to any such obligations as Lender may determine in its sole and absolute discretion.

3. As an additional inducement to Lender to renew and extend the LOC Loan, Term Loan #1, and Term Loan #2, as applicable, H&V hereby further acknowledges and agrees that, notwithstanding any provision of the Loan Documents to the contrary, any default or other

breach by H&V under any one (1) or more of the Loan Documents pertaining to the LOC Loan, Term Loan #1, or Term Loan #2, or the other documents related thereto, shall constitute a default with respect to each of the LOC Loan, Term Loan #1, and Term Loan #2, and shall entitle Lender to pursue any and all remedies set forth therein or otherwise in connection with the Loan Documents.

4. As even further inducement to Lender to renew and extend the LOC Loan, Term Loan #1, and Term Loan #2, as applicable, H&V hereby further acknowledges and agrees 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 H&V to Lender, whether now existing or in the future entered into, and any proceeds of any such collateral may be applied to any such obligations as Lender may determine in its sole and absolute discretion. As an additional inducement to Lender to renew and extend the LOC Loan, Term Loan #1, and Term Loan #2, as applicable, H&V hereby further acknowledges and agrees that, notwithstanding any provision of the Loan Documents to the contrary, any default or other breach by the undersigned under any or all of the Loan Documents or under any loan documents evidencing other loans or obligations from H&V to Lender, whether now existing or in the future entered into, shall constitute a default under each of the Loan Documents and shall entitle Lender to pursue any and all remedies set forth in the Loan Documents and under said other loan documents.

5. Borrower is entering into Swap Transactions (as hereinafter defined) with respect to Term Loan #1 and Term Loan #2. As used herein a "Swap" and/or "Swap Transaction" or "Financial Contract" shall mean (1) an agreement (including terms and conditions incorporated by reference therein) between the Borrower and Lender which is a rate swap agreement, basis swap, forward rate agreement, commodity swap, commodity option, equity or equity index swap, bond option, interest rate option, foreign exchange agreement, rate cap agreement, rate floor agreement, rate collar agreement, currency swap agreement, cross-currency rate swap agreement, currency option, and other similar agreement (including any option to enter into any of the foregoing; (2) any combination of the foregoing; or (3) a master agreement for any of the foregoing together with all amendments and supplements. The Borrower and Guarantor acknowledge and agree that any default or other breach by the undersigned under any or all of the Loan Documents shall also constitute an event of default under all Swap Transactions. In addition to Lender's rights set forth herein, upon the occurrence of an event of default under the Loan Documents, the Lender has the right to demand payment of any Swap Indebtedness (as hereinafter defined). Conversely, the Borrower acknowledges and agrees that an event of default under the Swap Indebtedness shall also constitute an event of default under the Loan Documents. Upon the occurrence of an event of default under the Swap Indebtedness, the Lender has the right to exercise all of its rights and remedies under the Loan Documents, including acceleration of the Term Note #1, Term Note #2, and LOC Note. As used herein "Swap Indebtedness" shall mean any indebtedness, liabilities, fees, costs, assessments, penalties, losses or obligations, now existing or hereafter arising, due or to become due, absolute or contingent, of the Borrower to the Lender under any Swap Transaction, Swap Transaction Documents (as hereinafter defined), or Financial Contract. As used herein "Swap Transaction Documents", includes, but is not limited to, the following: 2002 Multicurrency-Cross Border

version of the "ISDA" (International Swap Dealers Association) Master Agreement, the Schedule to the 2002 Master Agreement, Swap Trade Confirmation(s), Risk Disclosure Statement, Financial Contracts, and all such other related documents as Lender may require for the Swap Transactions.

6. This Agreement does not constitute an accord and satisfaction, the creation of a new debt or the extinguishment of the debt evidenced by the LOC Loan, Term Loan #1, and Term Loan #2, nor will it in any way affect or impair the lien and security interest created and evidenced by the Collateral Documents. The undersigned hereby agrees 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 all obligations of H&V to Lender are fully satisfied. 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 hereto that no novation of the Loan Documents be created hereby.

7. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of H&V arising under or by virtue of the Loan Documents; to the contrary, H&V hereby covenants and agrees that the Loan Documents, as modified and amended hereby, shall be and remain in full force and effect. As an inducement for Lender to enter into this Agreement, H&V hereby further covenants, warrants and represents unto Lender that the Loan Documents, as modified and amended hereby, are and shall be and remain the legal, valid and binding obligations of H&V, enforceable in accordance with their respective terms, and that the Collateral Documents are and shall be and remain legal, valid, binding and enforceable liens and security interests in their respective priorities upon the collateral described therein. H&V further covenants, warrants and represents unto Lender that H&V has not committed or suffered to exist any default under the terms and provisions of the Loan Documents.

8. Except as expressly set forth herein, all other terms of the loans evidenced by the Loan 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.

9. This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

10. Any provision of this Agreement or any paragraph, sentence, clause, phrase or wording appearing herein which shall prove to be invalid, void or illegal for any reason shall in no way affect, impair or invalidate any other provision herein, and the remaining provisions, paragraphs, sentences, clauses, phrases and words herein shall nevertheless remain in full force and effect.

11. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be taken to be one and the same



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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. A fax, email or other electronic copy of a signature may be relied upon as an original.

[EXECUTION AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]



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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed effective as of the Effective Date.

H & V Properties, LLC,
 an Alabama limited liability company

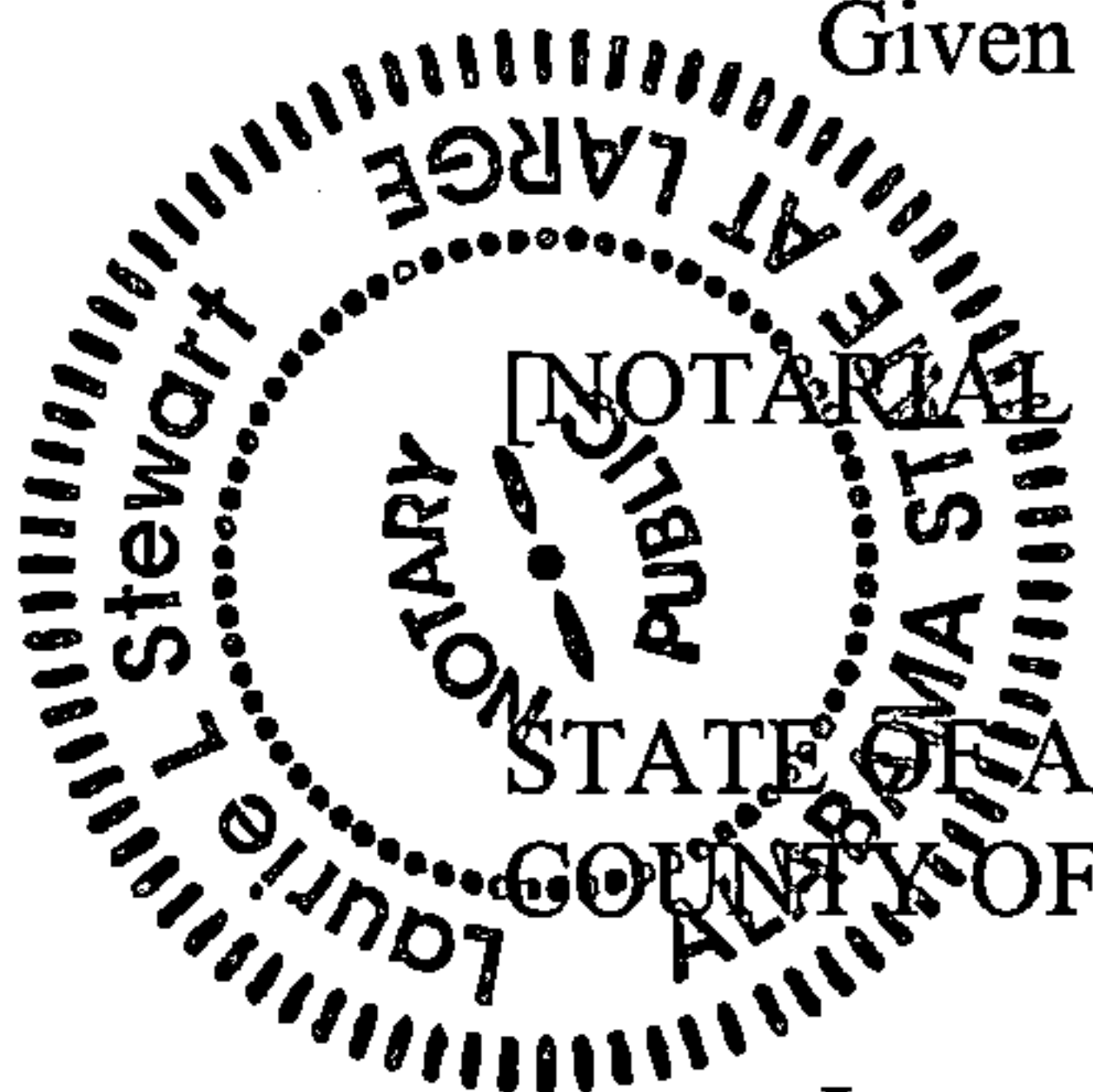
By: Talmi Owen Vickers, Sr.
 Name: Talmi Owen Vickers, Sr.,
 Title: Manager

By: Terry R. Henley
 Name: Terry R. Henley
 Title: Manager

STATE OF ALABAMA)
 COUNTY OF Jefferson)

I, a notary public in and for said county in said state, hereby certify that Talmi Owen Vickers, Sr., whose name as the Manager of **H & V PROPERTIES, 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 as such Manager, 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 29 day of April, 2021.



[NOTARIAL SEAL]

STATE OF ALABAMA)
 COUNTY OF Jefferson)

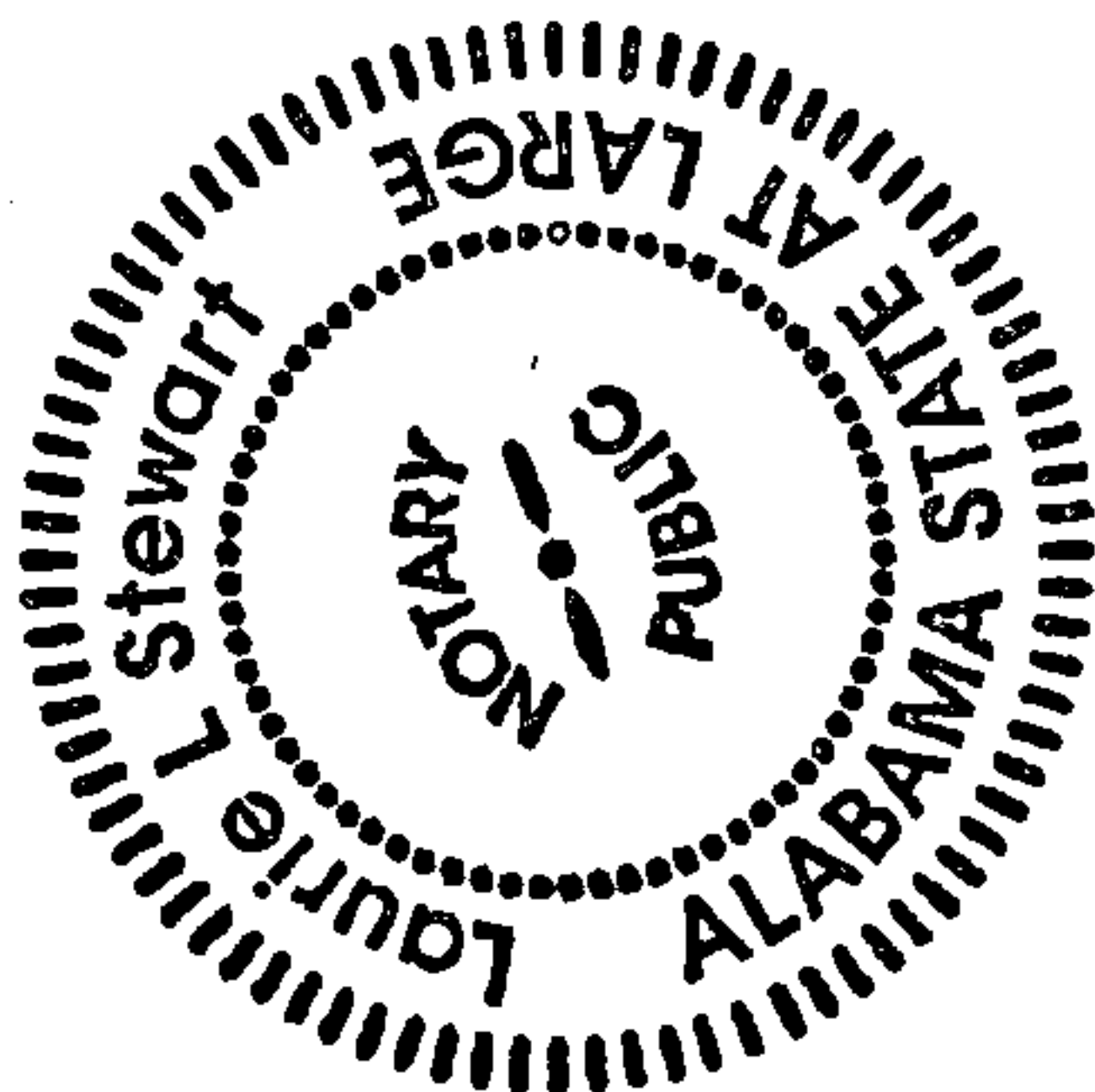
Laurie L. Stewart
 NOTARY PUBLIC

My Commission Expires: Laurie L. Stewart
 Notary Public Alabama State
 at Large
 My Commission Expires July
 30, 2023

I, a notary public in and for said county in said state, hereby certify that Terry R. Henley, whose name as the Manager of **H & V PROPERTIES, 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 as such Manager, 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 29 day of April, 2021.

[NOTARIAL SEAL]



Laurie L. Stewart
 NOTARY PUBLIC

My Commission Expires: Laurie L. Stewart
 Notary Public Alabama State
 at Large
 My Commission Expires July
 30, 2023

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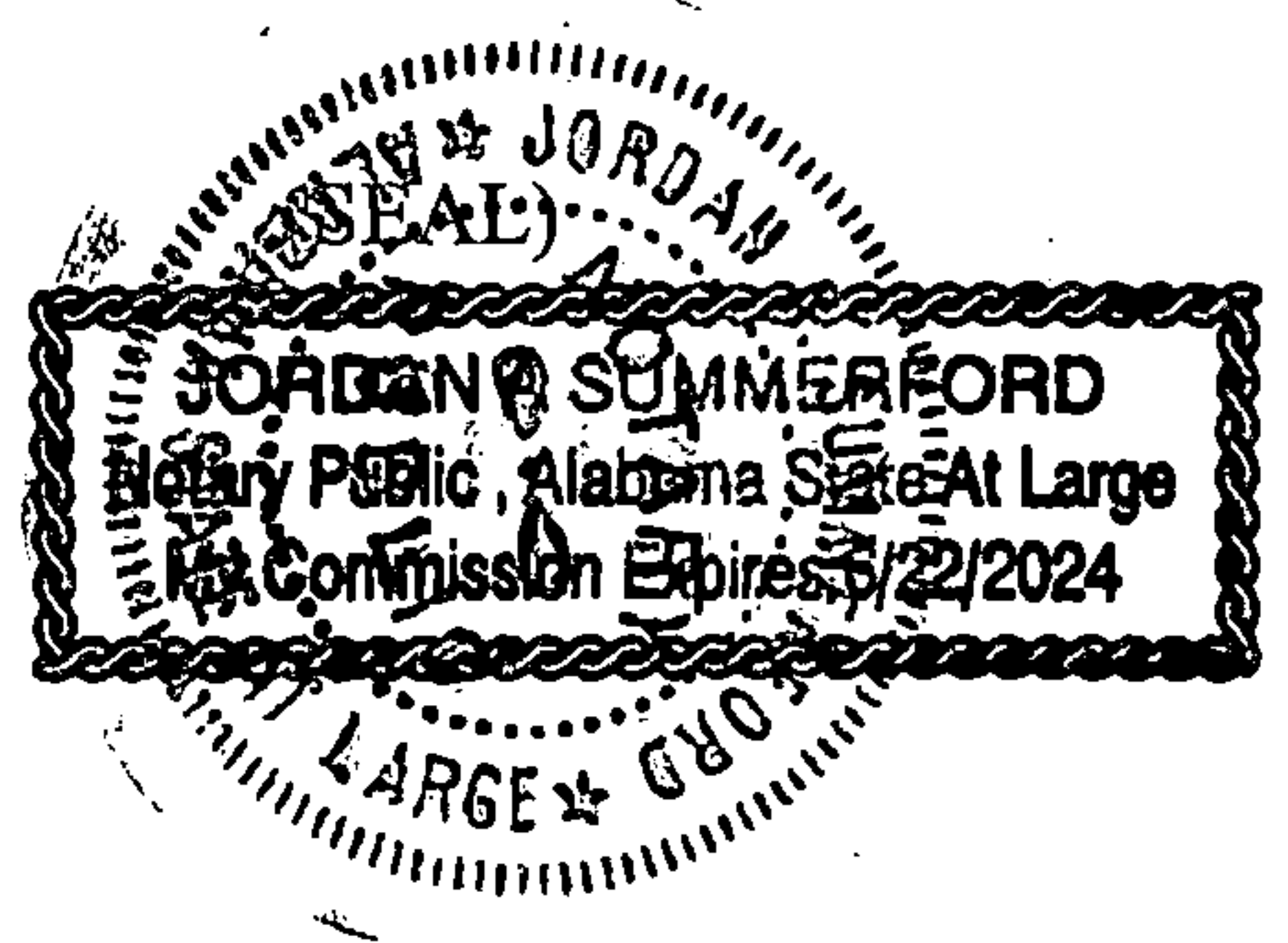
IBERIABANK, a division of First Horizon
Bank, a Tennessee state-chartered bank

By: T.L.
Name: Tanner Livingston
Title: Commercial Relationship Manager

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Tanner Livingston, whose name as Commercial Relationship Manager of **IBERIABANK**, a division of First Horizon Bank, a Tennessee state-chartered bank, 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, in such capacity and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this the 29 day of April, 2021.



[Signature]
Notary Public
My commission expires: _____

This instrument was prepared by:
J. Ladd Davis, Esq.
Rushton, Stakely, Johnston & Garrett, P.A.
2100B Southbridge Parkway, Suite 249
Birmingham, Alabama 35209
(205) 484-0841
RSJG No. 9236-28