

STATE OF ALABAMA
COUNTY OF SHELBY

**CROSS DEFAULT
AND
CROSS COLLATERALIZATION AGREEMENT**

THIS AGREEMENT is entered into as of the 19th day of July, 2021, by **Summer Classics Properties, LLC**, an Alabama limited liability company (the “**Borrower**”), for the benefit of **Oakworth Capital Bank** (hereinafter “**Lender**”).

WITNESSETH:

WHEREAS, Borrower desires to obtain a new loan from Lender in the principal amount of \$935,000.00 (hereinafter the “**New Loan**”).

WHEREAS, as an inducement to Lender to make the New Loan to Borrower, Borrower has agreed, among other things, to cross-default and cross-collateralize the Agreements (as defined below) pursuant to the terms and conditions herein.

WHEREAS, as security for all of Borrower’s indebtedness, liabilities, and obligations to Lender (collectively, the “**Obligations**”) under the Agreements, whether now existing or hereafter arising, Borrower has or will pledge, mortgage, or grant to Lender a security interest in property described in the Agreements (the “**Collateral**”) to secure the Obligations to Lender;

WHEREAS, the pledge of Collateral to Lender and the Obligations are evidenced in part by the following (the “**Agreements**”):

- A. \$935,000.00 Promissory Note executed by Borrower dated as of the date hereof (together with all amendments, modifications, extensions, renewals, refinancings, and consolidations thereof or thereto referred to for convenience as the “2021 Note”) and the Mortgage and Security Agreement executed simultaneously therewith (together with all amendments, modifications, extensions, renewals, refinancings, and consolidations thereof or thereto referred to for convenience as the “2021 Mortgage”) covering certain real property of Borrower described on Exhibit A attached hereto, and all of the other

Loan Documents referred to therein, and all amendments, modifications, extensions, renewals, refinancings, and consolidations thereof or thereto;

- B. \$6,145,000.00 Promissory Note executed by Borrower dated as of July 31, 2019 (together with all amendments, modifications, extensions, renewals, refinancings, and consolidations thereof or thereto referred to for convenience as the "2019 Note"), and the Mortgage and Security Agreement executed simultaneously therewith and recorded in the Office of the Judge of Probate of Shelby County, Alabama as Instrument #20190801000275950 (together with all amendments, modifications, extensions, renewals, refinancings, and consolidations thereof or thereto referred to for convenience as the "2019 Mortgage") covering certain real property of Borrower described on Exhibit B attached hereto, and all of the other Loan Documents referred to therein, and all amendments, modifications, extensions, renewals, refinancings, and consolidations thereof or thereto; and
- C. Any and all other agreements, documents, and instruments now existing or hereafter executed by Borrower, to or for the benefit of Lender whether as maker, guarantor, debtor, mortgagor, or in any other capacity, and whether relating to any of the above listed Agreements or any other Obligations now existing or hereafter arising.

WHEREAS, Borrower has agreed that all of the Collateral shall secure all of the Obligations.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, and to induce Lender to enter into the New Loan to Borrower, and for other good and valuable consideration, Borrower hereby agrees as follows:

1. **Cross-Default.** An event of default under any one of the Obligations or the Agreements shall constitute an event of default on all of the Obligations and under all of the Agreements. Upon the occurrence of an event of default under any of the Agreements, then Lender shall be entitled to all rights and remedies under all of the Agreements, just as if a default had occurred under each of those Agreements.

2. **Cross-Collateralization.** All Obligations and Agreements are and shall be fully cross-collateralized. All Collateral shall secure all of the Obligations, and in such regard, Borrower does hereby pledge, assign, grant, bargain, sell, convey, grant a security interest in, transfer, and mortgage the Collateral to Lender as security for and as collateral for all of the Obligations. Borrower does hereby amend the Agreements and all agreements entered into by Borrower 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. Borrower understands and does hereby confirm to Lender that, until all of the Obligations are paid in full and Lender has no further obligation to make any advances to Borrower, (i) Borrower shall have no right to the satisfaction, release, or termination of either the 2019 Mortgage or the 2021 Mortgage or any other security agreements, mortgages, or financing statements and (ii) any and all payments made by Borrower to Lender and proceeds of Collateral may be applied to the Obligations in

such order as Lender may desire in its sole discretion, unless otherwise required by applicable law.

3. **Waivers, etc.** Borrower does hereby consent to and hereby waive 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 Borrower to Lender or others and/or of the pledge, sale, transfer, and/or assignment thereof; the granting of security interests therein to Lender; the granting to Borrower 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 Borrower or any accommodation party, obligor, or debtor of Borrower; the accepting or releasing of any security either of Borrower or of any third party; and all other notices which Borrower is entitled. No act on Lender'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 Lender may have against any other person, any other entity, or against any security. Borrower further agrees 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 Agreements, 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 or Agreements; (ii) the failure of Lender to pursue any collateral securing the Obligations or the failure to file a claim against Borrower 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, Lender or Borrower or concerning any collateral which is secured, pledged, or assigned to the Lender 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 Lender pursuant to any Chapter of the Bankruptcy Code, as may be applicable from time to time.

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal on the date first above written.

“BORROWER:”

Summer Classics Properties, LLC

By: 

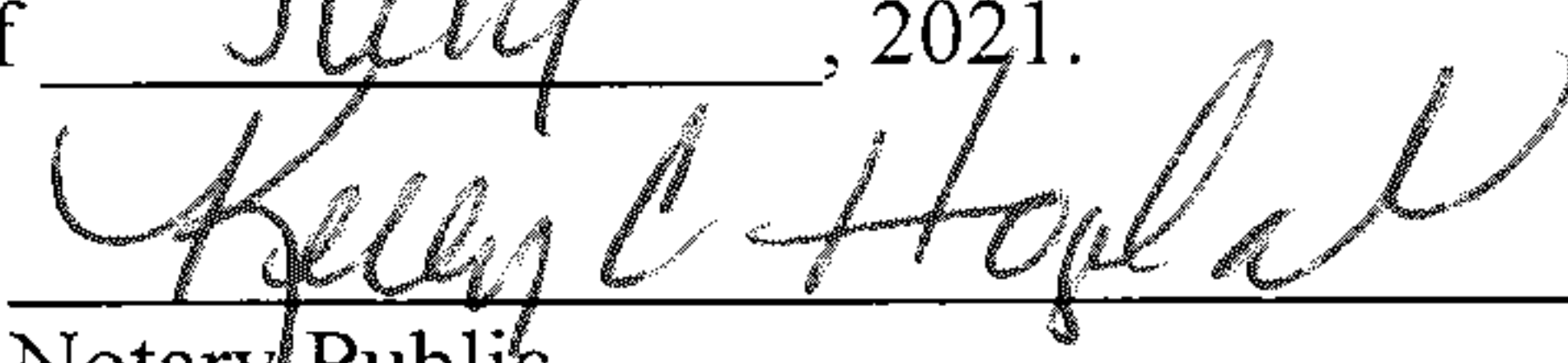
Name: William Bew White, III

Title: Manager

STATE OF ALABAMA)
Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **William Bew White, III** whose name as the manager of **Summer Classics 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 the 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 this 19 day of July, 2021.



Notary Public

My Commission Expires: 12-6-24



THIS INSTRUMENT PREPARED BY:

James E. Vann, Esquire
Dentons Sirote PC
2311 Highland Avenue South
Birmingham, Alabama 35205
(205) 930-5484

EXHIBIT A

Lot 1, City of Pelham Add to Summer Classic, as recorded in Map Book 54, Page 72, in the Probate Office of Shelby County, Alabama.

ALSO DESCRIBED AS:

All that certain lot or parcel of land situated in the County of Shelby, State of Alabama, and being more particularly described as follows:

Commence at a 3 inch capped pipe at the SW corner of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama; thence North 0 degrees 01 minutes 17 seconds East along the West line of said section a distance of 126.70 feet to the North right of way line of Cummings Street; thence South 88 degrees 26 minutes 50 second East along said right of way a distance of 268.25 feet to a 1/2 inch rebar; thence North 89 degrees 34 minutes 44 seconds East along said right of way a distance of 163.27 feet to a mag nail; thence North 05 degrees 06 minutes 39 second West leaving said right of way a distance of 20.07 feet to the POINT OF BEGINNING; thence North 05 degrees 06 minutes 39 seconds West a distance of 860.62 feet to a mag nail; thence North 84 degrees 58 minutes 55 seconds East a distance of 216.02 feet to a 1/2 inch rebar capped EDG on the West right of way of US Highway 31; thence South 10 degrees 41 minutes 04 seconds East along said right of way a distance of 414.70 feet; thence South 79 degrees 18 minutes 56 seconds West leaving said right of way a distance of 30.00 feet to a point; thence South 10 degrees 41 minutes 04 seconds East a distance of 316.67 feet to a point; thence North 88 degrees 27 minutes 13 seconds West a distance of 209.86 feet to a 1/2 inch rebar capped EDG; thence South 08 degrees 55 minutes 52 seconds East a distance of 159.18 feet to a point; thence South 89 degrees 46 minutes 19 seconds West a distance of 59.57 feet to the POINT OF BEGINNING.

EXHIBIT B

PARCEL I:

Tract 1

A tract of land situated in the Southwest 1/4 of Section 13 and the Southeast 1/4 of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Southeast corner of Section 14, Township 20 South, Range 3 West; thence run North 00° 02' 33" East along the East line of said section for a distance of 126.68 feet to the Point of Beginning of the tract of land herein described; thence run North 88° 24' 42" West for 208.29 feet to a point lying on the Easterly right of way line of a 100 foot wide CSX Railroad right of way; thence run North 25° 41' 47" West along said right of way for 130.58 feet to the Easterly right of way line of Old Ashville Montevallo Highway (Lee Street); thence run North 04° 57' 00" West along the Easterly right of way line of said Old Ashville Montevallo Highway for 802.41 feet; thence run North 01° 27' 13" East along said road right of way for 249.15 feet; thence run South 88° 20' 47" East for 656.38 feet; thence run South 05° 04' 47" East for 218.17 feet; thence run North 84° 56' 14" East for 209.60 feet to a point on the Westerly right of way line of U.S. Highway 31; thence run South 10° 37' 27" East along said road right of way for 65.31 feet to a point; thence South 84° 56' 14" West for 215.91 feet; thence run South 05° 04' 47" East for 880.77 feet to a point on the Northerly right of way line of Cummings Street; thence run South 89° 37' 44" West along said road right of way for 163.23 feet; thence run North 88° 24' 42" West along said road right of way for 268.30 feet to the Point of Beginning.

Tract 2

Together with rights obtained, that constitute an interest in real estate, in that certain Statutory Warranty Deed – Grant of Easements by City of Pelham, Alabama recorded in Instrument # 20151007000351610 and that certain Statutory Warranty Deed – Grant of Easements by City of Pelham, Alabama recorded in Instrument # 20151201000410730 and re-recorded in Instrument # 20151222000436140.

PARCEL II:

A parcel of land situated in the Southwest 1/4 of the Southwest 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at Southeast corner of Section 14, Township 20 South, Range 3 West; thence N 0°02'33" E along the East line of said Section for a distance of 127.37 feet to the a point; thence N 88°20'47" W, leaving said Section Line, for a distance of 209.36 feet to a point lying on the Northeasterly right of way of a 100 foot wide CSX Railroad right of way; thence N 25°41'47" W, along said right of way for a distance of 130.72 feet to a point, said point lying at the intersection of said CSX right of way and the eastern right of way line of Old Ashville Montevallo Highway (Lee Street); thence N 4°56'47" W, leaving CSX right of way and along said road right of way for a distance of 801.50 feet to a point; thence N 1°27'13" E, continuing along said road right of way for a distance of 249.15 feet to a point; thence S 88°20'47" E, leaving said road right of way for a distance of 656.38 feet to the POINT OF BEGINNING; thence continue along the last described course for a distance of 192.13 feet to a point lying on the westerly line of a 200 foot wide right of way for U.S. Highway 31; thence S 10°39'24" E, along said right of way for a distance of 196.63 feet to a point; thence S 84°56'14" W, leaving said right of way for a distance of 209.92 feet to a point; thence N 5°04'47" W a distance of 218.17 feet to the POINT OF BEGINNING.



Allen S. Bayal