

Following recording, return to:
Harrison Coleman
Coleman Talley LLP
3344 Peachtree Road N.E., Suite 1950
Atlanta, Georgia 30326

CROSS REFERENCE TO:
Mortgage: Deed Book ____, Page ____, Shelby
County, Alabama Records;

Parcel Nos: 27-5-21-3-305-026.001

**CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT
(SHELBY COUNTY, ALABAMA)**

THIS CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT (hereinafter referred to as this "Agreement") is made effective October 31, 2024, by and among ALPHA-K HOLDINGS, LLC, a Delaware limited liability company (the "AL Borrower" and the "WI Borrower" where context indicates) and AVATAR STORE PORTFOLIO LLC, a Delaware limited liability ("Lender").

WITNESSETH:

WHEREAS, Lender has made a loan to AL Borrower and CONTINUUM PROPERTIES, LLC, a Delaware limited liability company ("PA Borrower" and together with AL Borrower, the "Co-Borrowers"), in the original principal amount of FOURTEEN MILLION AND 00/100 DOLLARS (\$14,000,000.00) (the "Loan");

WHEREAS, the Loan is evidenced by that certain Loan Agreement (the "Loan Agreement") by and among Co-Borrowers, Lender, and ROBERT E. KAYYEM AND MILLY KAYYEM, dated of even date herewith;

WHEREAS, the Loan is evidenced by that certain Commercial Promissory Note in the amount of the Loan dated of even date herewith (the "Note") executed by Co-Borrowers in favor of Lender;

WHEREAS, the Loan and Note are evidenced by, and the indebtedness secured by, that certain that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing by Borrower in favor of Lender of even date herewith and recorded in the real estate records of Shelby County, Alabama in Deed Book ~~XXXXXXXXXXXX~~ at Page ~~XXXXXXXXXX~~ (the "Security Instrument") conveying to

***HEREWITH**

Lender as security for the Note certain real property being more particularly described on Exhibit "A" which is attached hereto and incorporated herein by specific reference thereof (the property and assets of AL Borrower securing its obligations under the Loan Documents shall be referred to herein as the "Property");

WHEREAS, the Loan Agreement, the Note, the Security Instrument and all other documents evidencing the Note are referred to herein as the "Loan Documents" and the Property, along with the collateral described in the WI Security Instrument and the PA Security Instrument, shall collectively be referred to herein as the "Collateral";

WHEREAS, as a condition for entering into the Loan Documents, the Lender requires that the Loan be subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable consideration in hand received by each party from the others, the receipt, adequacy and sufficiency of which are hereby acknowledged, Borrowers and Administrative Agent hereby covenant and agree as follows:

ARTICLE I CROSS-DEFAULT

The obligations of Borrower under this Security Instrument and the Loan Documents are hereby cross-defaulted with the obligations of the WI Borrower as set forth in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Lender of even date herewith and recorded in the real estate records of Milwaukee County, Wisconsin (the "WI Security Instrument") and the obligations of the PA Borrower as set forth in that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Lender of even date herewith and recorded in the real estate records of Northampton County, Jefferson County and Lebanon County, Pennsylvania (the "PA Security Instrument").

ARTICLE II CROSS-COLLATERALIZATION

The Property shall be cross-collateralized with the collateral described in the WI Security Instrument and the PA Security Instrument. In this regard, the Co-Borrowers hereby expressly acknowledge and agree as follows:

A. That upon the occurrence and during the continuance of an Event of Default under the Loan Documents that remains uncured following any applicable notice and right to cure period which may be provided for therein, Lender shall have the right and may, at its sole discretion, institute a proceeding or proceedings for the total or partial foreclosure of the Security Instrument, the PA Security and WI Security Instrument in accordance with their terms.

B. If Lender shall seek to enforce its rights as set forth in this Article II, then such enforcement shall not exhaust Lender's rights and remedies (including any power of sale) as to any remaining Collateral of the Co-Borrowers, and Lender is hereby specifically empowered to make such successive sale or sales under any such powers, rights and remedies available to it in law or in equity

until the entirety of the shall be sold or the entire indebtedness secured by the Loan Documents is extinguished, and Lender shall be entitled to retain all proceeds of the foregoing until all of the secured indebtedness identified in the Loan Documents shall have been paid in full.

ARTICLE III MISCELLANEOUS

A. No provision of this Agreement may be changed, waived, discharged or terminated orally, by telephone or by any other means except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

B. Except as herein provided, this Agreement shall be binding upon and shall inure to the benefit of Co-Borrowers and Lender and their respective heirs, legal representatives, successors and assigns.

C. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, construed, interpreted and enforced in accordance with the laws of the state where the Property is located.

D. Time is of the essence of this Agreement.

E. This Agreement may be executed in multiple counterparts and all such counterparts together shall constitute a single Agreement and each such counterpart alone shall constitute a separate original of this Agreement.

F. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

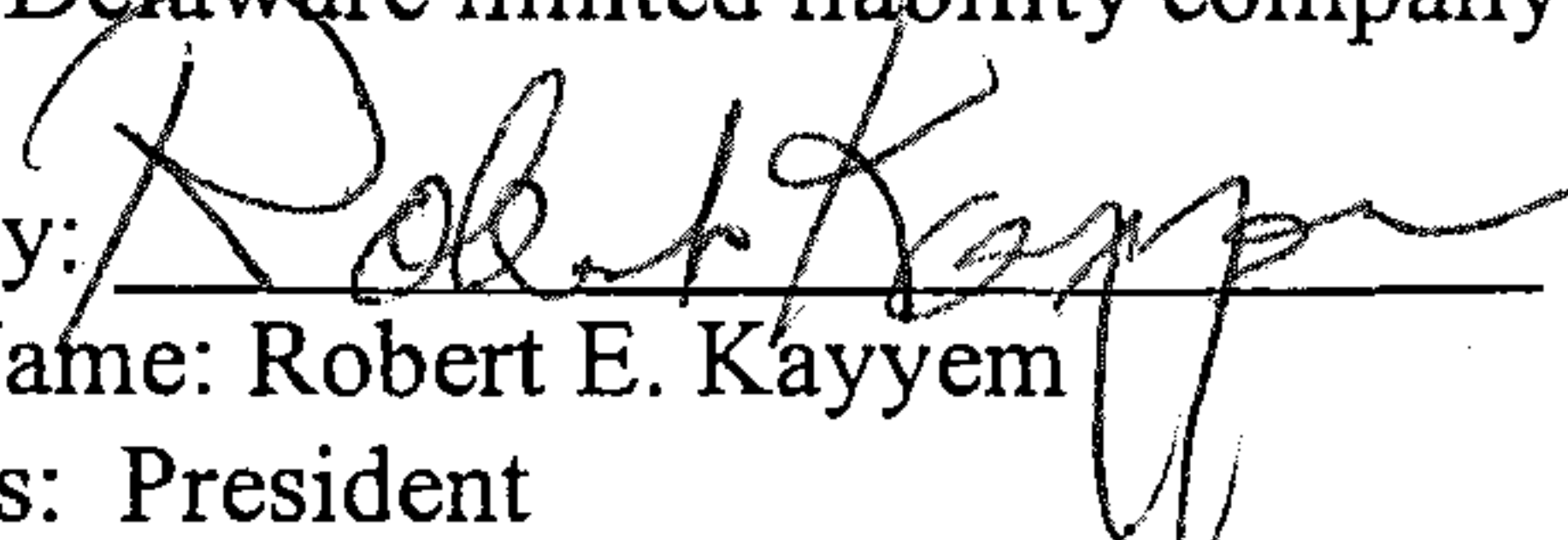
[SIGNATURES CONTAINED ON FOLLOWING PAGES]

[COUNTERPART SIGNATURE PAGE TO CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT]

IN WITNESS WHEREOF, the undersigned has signed and delivered this instrument under seal (where applicable) or has caused this instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, the undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

CO-BORROWER:

CONTINUUM PROPERTIES, LLC,
a Delaware limited liability company

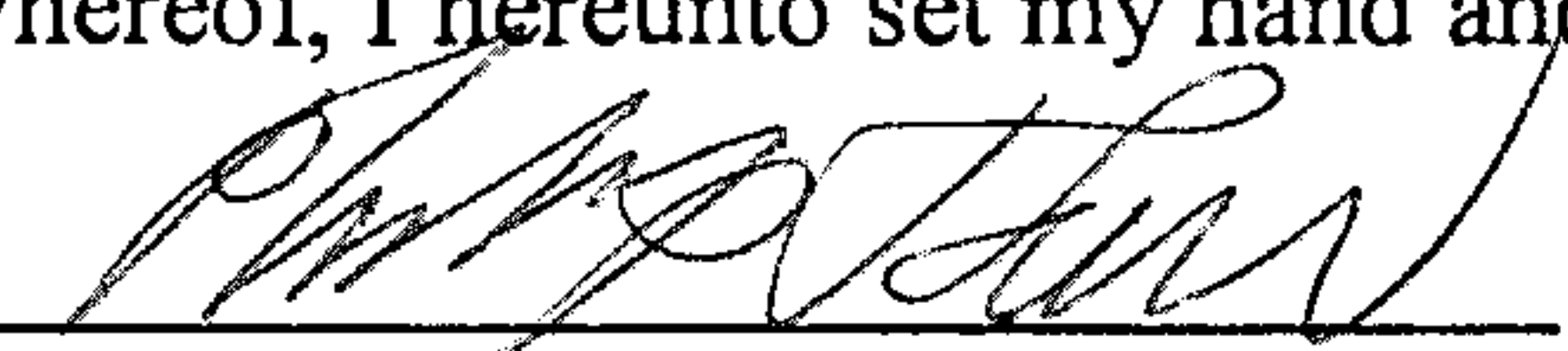
By:  (SEAL)
Name: Robert E. Kayyem
Its: President

ACKNOWLEDGEMENT

State of New York ss.:
County of New York

On this, the 16th day of October, 2024, before me, the undersigned officer, personally appeared **Robert E. Kayyem** who acknowledged himself to be the manager of CONTINUUM PROPERTIES, LLC, a Delaware limited liability company and that he as such manager of the managing member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as manager of the managing member.

In witness whereof, I hereunto set my hand and official seal(s).


Notary Public in and for said County and State

My Commission Expires:

PHILIP TSOUKANOV
Notary Public, State of New York
01TS6338837
Qualified in Westchester County
Commission Expires 03/21/2028

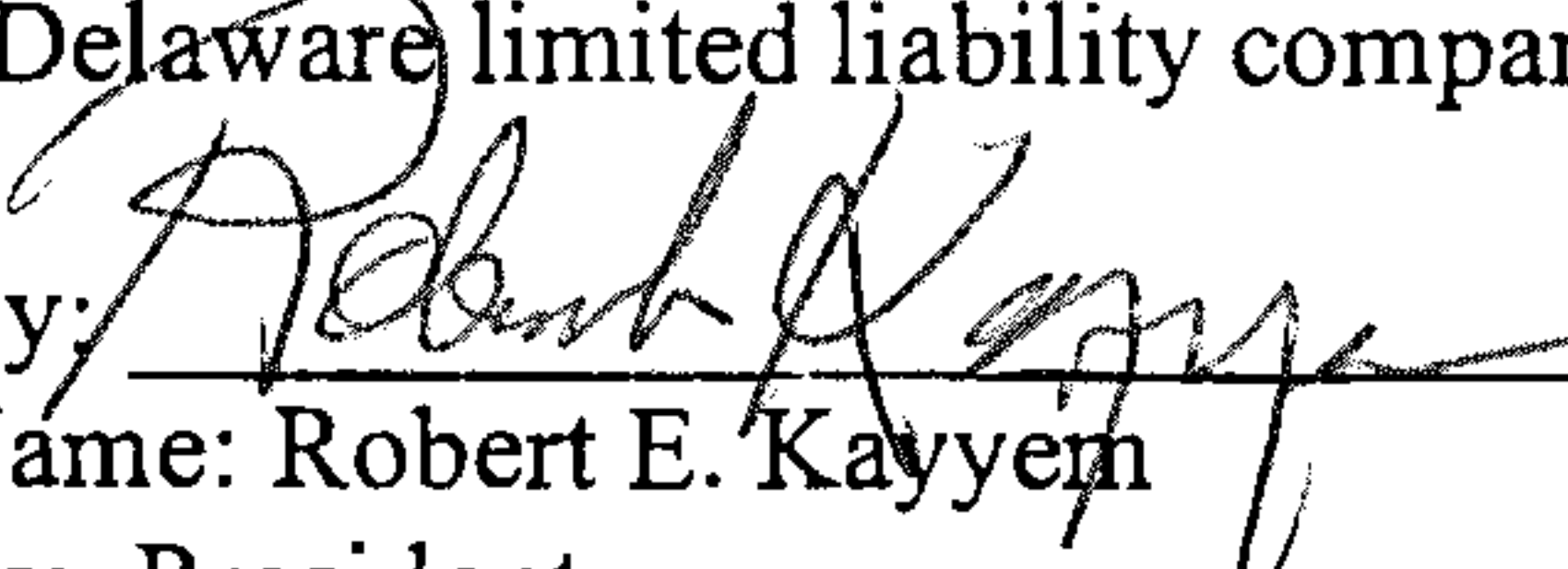
SIGNATURE CONTINUE ON FOLLOWING PAGE

[COUNTERPART SIGNATURE PAGE TO CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT]

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CO-BORROWER:

ALPHA-K HOLDINGS, LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Robert E. Kayyem
Its: President

ACKNOWLEDGEMENT

State of New York, ss.:
County of New York

On this, the 16th day of October, 2024, before me, the undersigned officer, personally appeared **Robert E. Kayyem** who acknowledged himself to be the manager of ALPHA-K HOLDINGS, LLC, a Delaware limited liability company, and that he as such manager of the managing member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as manager of the managing member.

In witness whereof, I hereunto set my hand and official seal(s).


Notary Public in and for said County and State

My Commission Expires:

PHILIP TSOUKANOV
Notary Public, State of New York
01TS6338837
Qualified in Westchester County
Commission Expires 03/21/20 25

SIGNATURE CONTINUE ON FOLLOWING PAGE

[COUNTERPART SIGNATURE PAGE TO CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT]

IN WITNESS WHEREOF, the undersigned has signed and delivered this instrument under seal (where applicable) or has caused this instrument to be signed and delivered by its duly authorized representative under seal (where applicable). Where applicable law so provides, the undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

LENDER:

AVATAR STORE PORTFOLIO LLC,
a Delaware limited liability company

By:  (SEAL)
Name: T.R. HAZELRIGG, IV
Title: Manager

ACKNOWLEDGEMENT

State of Washington ss.:
County of King

On this, the 29 day of October, 2024, before me, the undersigned officer, personally appeared **T. R. Hazelrigg, IV** who acknowledged himself to be the manager of AVATAR STORE PORTFOLIO LLC, a Delaware limited liability company and that he as such manager of the managing member, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as manager of the managing member.

In witness whereof, I hereunto set my hand and official seal(s).


Notary Public in and for said County and State

My Commission Expires: 3/23/2025

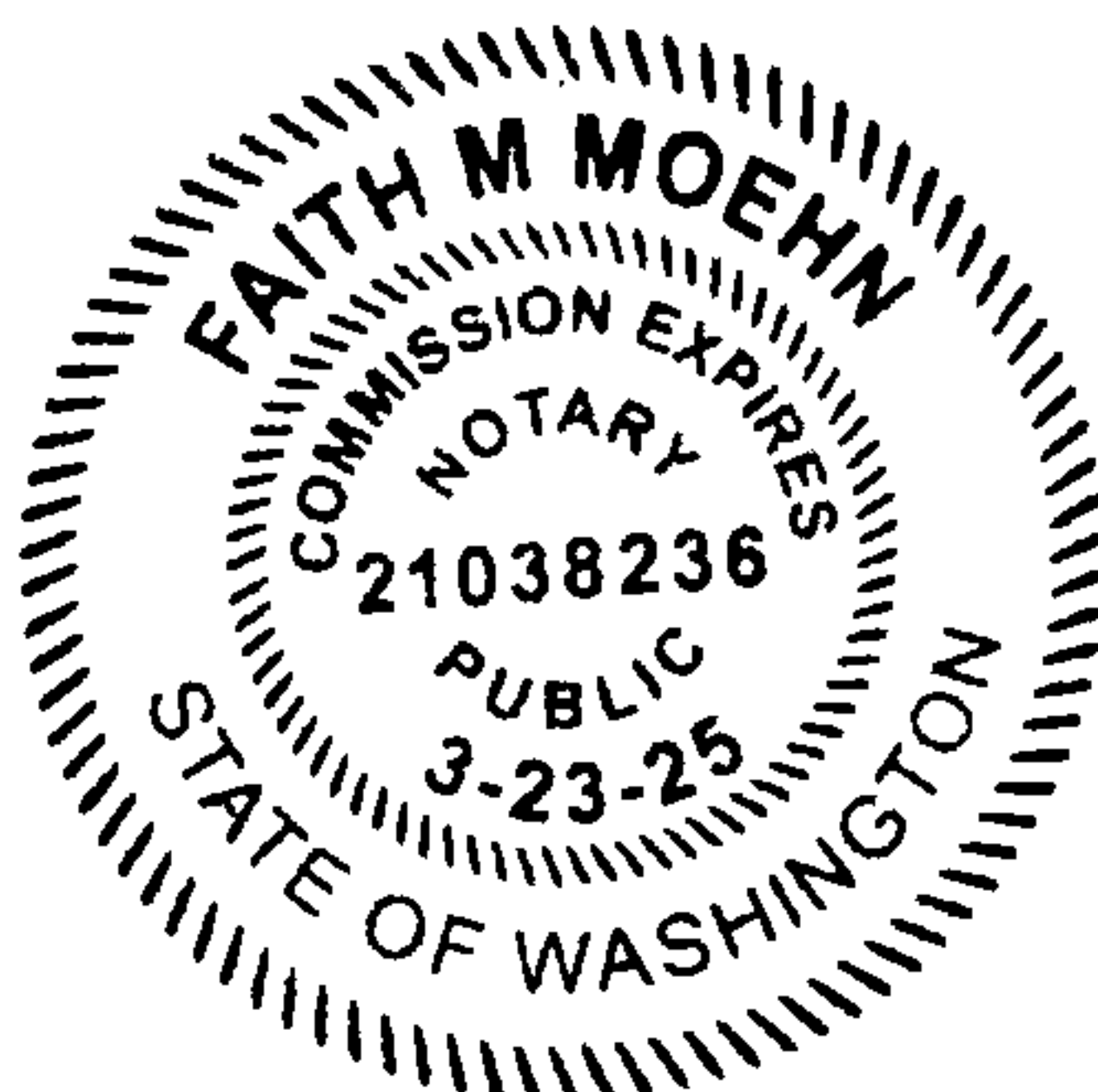


EXHIBIT "A"

LEGAL DESCRIPTION

The Land is described as follows:

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SHELBY,
STATE OF ALABAMA, TO-WIT:

LOT 1, ACCORDING TO THE SURVEY OF MONTEVALLO CVS SUBDIVISION, AS RECORDED
IN MAP BOOK 34, PAGE 97, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THOSE CERTAIN EASEMENT RIGHTS AS SHOWN IN THE RECIPROCAL
ACCESS AND PARKING EASEMENT AGREEMENT RECORDED IN INSTRUMENT
20050405000155470 IN THE OFFICE OF THE JUDGE OF PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

THIS CONVEYANCE AND THE WARRANTIES HEREINAFTER CONTAINED ARE MADE
SUBJECT TO THOSE MATTERS LISTED ON THE ATTACHED EXHIBIT "A" (PERMITTED
EXCEPTIONS).

PERMITTED EXCEPTIONS

1. Reciprocal Access and Parking Easement and restricted use agreement, dated March 3th, 2005 and
recorded on April 5th, 2005 in Instrument# 20050405000155470 is transferred together with said parcel

BEING THE SAME PREMISES CONVEYED IN DEED DATED 10/16/2014 AND RECORDED
10/22/2014 AT INSTRUMENT 20141022000334140.

PROPERTY ADDRESS: 700 MAIN ST, MONTEVALLO, AL 35115

PARCEL ID: 58-27-5-21-3-305-026.001



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/05/2024 02:12:38 PM
\$40.00 JOANN
20241105000345280

Allen S. Bayl