

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT

This Cross-Collateralization and Cross-Default Agreement (the "Agreement"), dated effective for all purposes as of March 11, 2025 ("Effective Date"), is made and entered into by and between **BROWN LANDS, L.L.C.**, an Alabama limited liability company ("Borrower"), and **FIRST HORIZON BANK**, a Tennessee state-chartered bank (the "Lender").

RECITALS:

A. Borrower is entering into that certain Promissory Note in favor of Lender of even date herewith in the original principal amount of Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000.00) ("Note #1"), which is being secured by, among other things, (i) that certain Mortgage and Security Agreement from Borrower in favor of Lender of even date herewith ("Mortgage #1") secured by, among other things, the property set forth on Exhibit "A" attached hereto ("Plant Property") to be recorded with the Judge of Probate of Shelby County, Alabama, (ii) that certain Assignment of Rents and Leases from Borrower in favor of Lender of even date herewith to be recorded with the Judge of Probate of Shelby County, Alabama ("Assignment #1"), (iii) that certain UCC-1 Financing Statement from Borrower, as Debtor, in favor of Lender, as Secured Party to be recorded with the Alabama Secretary of State ("Financing Statement #1"), and (iv) that certain related UCC-1 Financing Statement from Borrower, as Debtor, in favor of Lender, as Secured Party, to be recorded with the Judge of Probate of Shelby County, Alabama ("Financing Statement #2").

B. Borrower previously entered into that certain Promissory Note in favor of Lender of in the original principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) ("Note #2"), which is secured by, among other things, (i) that certain Mortgage and Security Agreement from Borrower in favor of Lender dated February 25, 2025 ("Mortgage #2") secured by, among other things, the property set forth on Exhibit "B" attached hereto ("Office Property") and recorded with the Judge of Probate of Shelby County, Alabama as Instrument #20250226000056650, (ii) that certain Assignment of Rents and Leases from Borrower in favor of Lender dated February 25, 2025, recorded with the Judge of Probate of Shelby County, Alabama as Instrument #20250226000056660 ("Assignment #2"), (iii) that certain UCC-1 Financing Statement from Borrower, as Debtor, in favor of Lender, as Secured Party recorded with the Alabama Secretary of State on February 26, 2025 as Instrument B 25-7090770 FS ("Financing Statement #3"), and (iv) that certain related UCC-1 Financing Statement from Borrower, as Debtor, in favor of Lender, as Secured Party, recorded with the Judge of Probate of Shelby County, Alabama on February 26, 2025 as Instrument #20250226000056670 ("Financing Statement #4").

C. Borrower also executed that certain Promissory Note in favor of Lender (as

successor to IberiaBank, a division of First Horizon Bank) dated January 26, 2021 in the original principal amount of Three Hundred Fifty-Eight Thousand and No/100 Dollars (\$358,000.00) ("Note #3"), which is secured by, among other things, (i) that certain Mortgage from Borrower in favor of Lender (as successor to IberiaBank, a division of First Horizon Bank) dated January 26, 2021 ("Mortgage #3") secured by, among other things, the property set forth on Exhibit "C" attached hereto ("21665 Highway 25 Property") recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20210224000092460, and (ii) that certain Assignment of Rents from Borrower in favor of Lender (as successor to IberiaBank, a division of First Horizon Bank) dated January 26, 2021 recorded with the Judge of Probate of Shelby County, Alabama in Instrument #20210224000092470 ("Assignment #3").

E. Note #1, Note #2, and Note #3, 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, Mortgage #2, and Mortgage #3, as the same have been or may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively as the "Mortgages". Assignment #1, Assignment #2, and Assignment #3, as the same have been or may be amended, restated, modified or renewed from time to time, are hereinafter sometimes referred to collectively as the "Assignments". Financing Statement #1, Financing Statement #2, Financing Statement #3, and Financing Statement #4, as the same have been or may be amended or continued from time to time, are hereinafter sometimes referred to collectively as the "Financing Statements". The Mortgages, the Assignments, the Financing Statements, the Security Agreement and any and all other liens, titles, assignments, security interests or other encumbrances executed and/or delivered by either Borrower 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 executed and/or delivered by 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".

F. As an inducement to Lender to extend the loan evidenced by Note #1, 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 each Borrower's obligations under the Loan Documents and that either Borrower's failure to perform their respective obligations under any one (1) or more of the Loan Documents or other documents related thereto 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. As an inducement to Lender to extend the loans evidenced by the Notes, the undersigned 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 each Borrower to Lender as evidenced by the Loan Documents and that 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 extend the loans evidenced by the Notes, the undersigned hereby further acknowledges and agrees that, notwithstanding any provision of the Loan Documents to the contrary, any default or other breach by either Borrower under any or all of the Loan Documents shall constitute a default under each of the Loan Documents and shall entitle Lender to pursue any and all remedies set forth therein.

4. This Agreement does not constitute an accord and satisfaction, the creation of a new debt or the extinguishment of the debt evidenced by the Notes, nor will it in any way affect or impair the lien and security interest created and evidenced by 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 all obligations of each Borrower 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 that no novation of the Loan Documents be created hereby.

5. Nothing herein contained shall be construed to satisfy or impair any of the obligations, liabilities or indebtedness of either Borrower arising under or by virtue 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 Lender to enter into this Agreement, Borrowers hereby further covenant, warrant and represent unto Lender that the Loan Documents, as modified and amended hereby, are and shall be and remain the legal, valid and binding obligations of each Borrower, 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, free and clear of any and all liens, security interests and encumbrances whatsoever except for ad valorem taxes for the current year which are not yet due and payable. Borrowers further covenant, warrant and represent unto Lender that, so far as each Borrower knows, neither Borrower has committed or suffered to exist any default under the terms and provisions of the Loan Documents.

6. 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.

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

[EXECUTION ON FOLLOWING PAGES]

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

BROWN LANDS, L.L.C.
an Alabama limited liability company

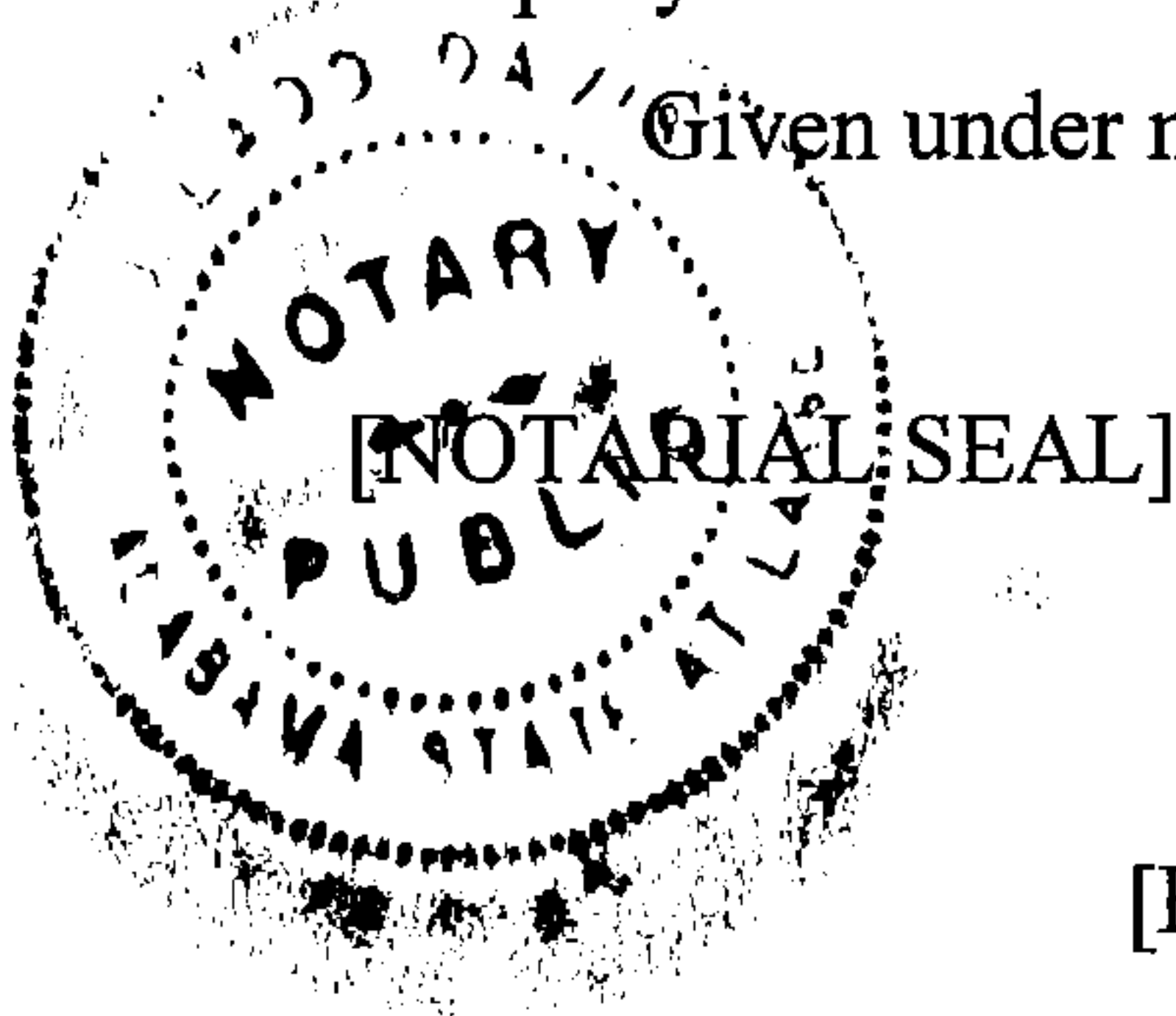
By: Andrew B. Brown, IV
Name: Andrew B. Brown, IV
Title: Manager

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, a notary public in and for said county in said state, hereby certify that Andrew B. Brown, IV, whose name as Manager of **Brown Lands, L.L.C.**, 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 11th day of March, 2025.



[Signature]
NOTARY PUBLIC
My Commission Expires: 11/1/2025

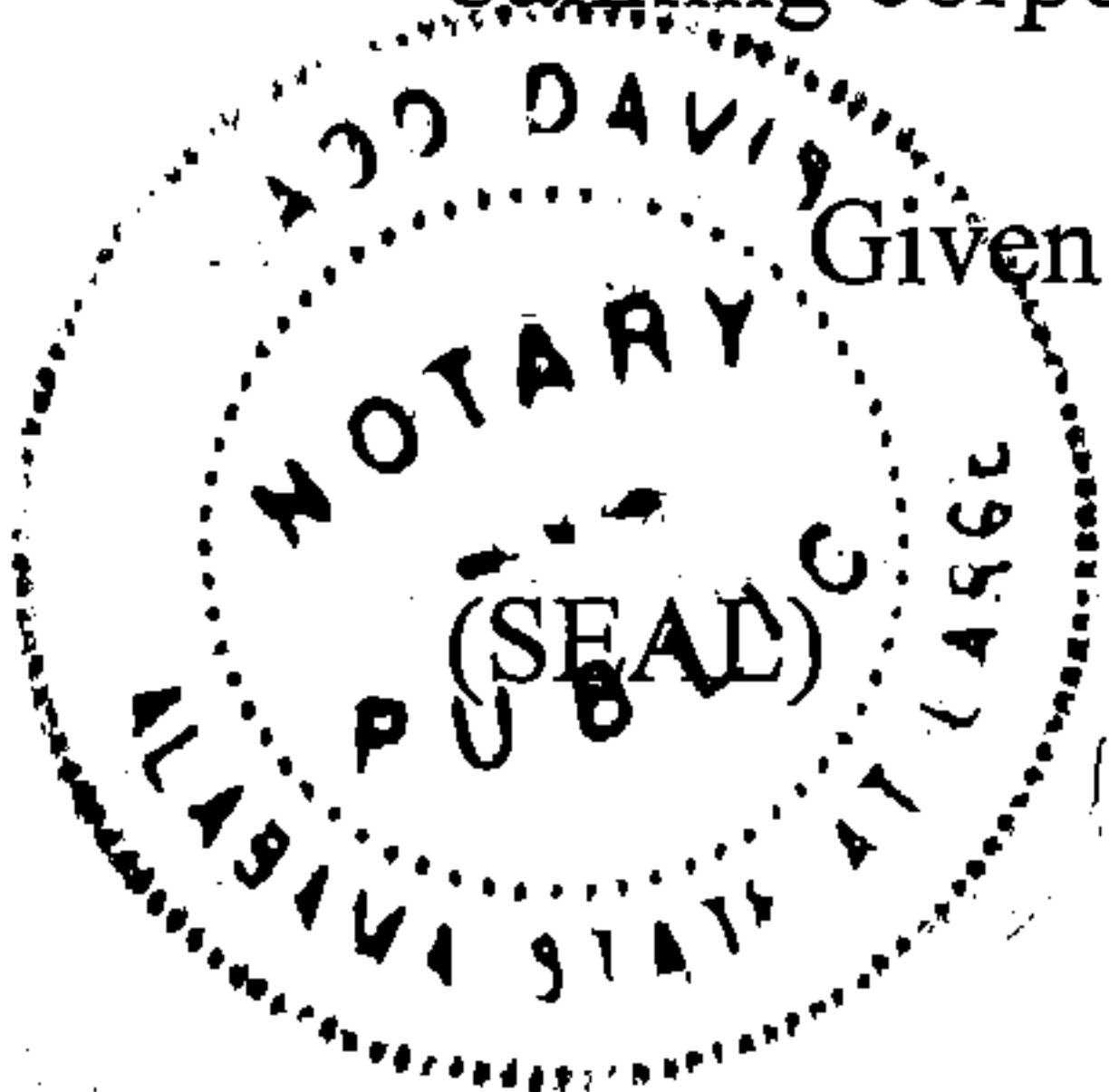
[EXECUTION CONTINUES ON FOLLOWING PAGE]

FIRST HORIZON BANK, a Tennessee state-chartered bank


By: 
Name: Wes Quattlebaum
Title: Senior Vice President

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Wes Quattlebaum, whose name as Senior Vice President 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 banking corporation on the date of this notary acknowledgement.



Given under my hand and official seal this 1st day of March, 2025.


Notary Public
My commission expires: 11/1/2025

This instrument was prepared by:
J. Ladd Davis, Esq.
DLB Attorneys at Law, LLC
2100B SouthBridge Parkway, Suite 240
Birmingham, Alabama 35209
(659) 200-9586
DLB File No. 17-00017

EXHIBIT A
[Legal Description – Plant Property]

PARCEL NO 1:

Commence at the NW Corner of the NW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama; thence N89°14'54"E a distance of 446.72'; thence S09°30'48"E a distance of 276.53'; thence S11°29'31"E a distance of 233.04'; thence S08°36'44"E a distance of 119.67'; thence S87°44'08"E a distance of 350.24' to the Northerly R.O.W. line of Industrial Parkway; thence S15°08'15"E a distance of 35.47' to the Southerly R.O.W. line of Industrial Parkway and the POINT OF BEGINNING; thence S15°34'57"E and leaving said R.O.W. line a distance of 644.65' to the Northwesterly R.O.W. line of Norfolk Southern Railroad, to a curve to the right, having a radius of 2750.00', subtended by a chord bearing S52°54'44"W, and a chord distance of 355.37'; thence along the arc of said curve and along said R.O.W. line for a distance of 355.62'; thence S56°11'12"W and along said R.O.W. line a distance of 144.51'; thence N29°46'02"W and leaving said R.O.W. line a distance of 405.76' to the Southeasterly R.O.W. line of Industrial Parkway; thence N14°42'11"E and along said R.O.W. line a distance of 305.89', to a curve to the right, having a radius of 319.61', subtended by a chord bearing N38°12'53"E, and a chord distance of 255.01'; thence along the arc of said curve and along said R.O.W. line for a distance of 262.31', to a compound curve to the right having a radius of 636.84', subtended by a chord bearing N71°06'31"E, and a chord distance of 207.63'; thence along the arc of said curve and along said R.O.W. line for a distance of 208.56' to the POINT OF BEGINNING. LESS AND ACCEPT any R.O.W. of Industrial Parkway. Said Parcel containing 8.00 acres, more or less.

PARCEL NO 2:

Commence at the NW Corner of the NW 1/4 of the SE 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama; thence N89°14'54"E a distance of 446.72'; thence S09°30'48"E a distance of 276.53'; thence S11°29'31"E a distance of 233.04'; thence S08°36'44"E a distance of 119.67'; thence S87°44'08"E a distance of 350.24' to the Northerly R.O.W. line of Industrial Parkway; thence S15°08'15"E a distance of 35.47' to the Southerly R.O.W. line of Industrial Parkway and the POINT OF BEGINNING, to a curve to the right, having a radius of 1055.98', subtended by a chord bearing of N87°32'32"E, and a chord distance of 268.14'; thence along the arc of said curve and along said R.O.W. line a distance of 268.86'; thence S48°02'25"E and leaving said R.O.W. line a distance of 134.48'; thence S47°44'04"E a distance of 21.34'; thence S43°33'04"E a distance of 213.12' to the Northwesterly R.O.W. line of Norfolk Southern Railroad; thence S41°16'41"W and along said R.O.W. line a distance of 114.67', to a curve to the right, having a radius of 2750.00', subtended by a chord bearing of S44°24'45"W, and a chord distance of 402.54'; thence along the arc of said curve and along said R.O.W. line a distance of 402.90'; thence N15°34'57"W and leaving said R.O.W. line a distance of 644.65' to the POINT OF BEGINNING. LESS AND ACCEPT any R.O.W. of Industrial Parkway. Said Parcel containing 4.26 acres, more or less.

PARCEL 3:

Lots 1 and 2, according to the Strickland Industrial Subdivision - Columbiana, as recorded in Map Book 41, Page 68, in Probate Office of Shelby County, Alabama.

EXHIBIT B
[Legal Description – Office Property]

PARCEL 1

A parcel of land, lying in the Southeast 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at a 1/2" open top pipe found and locally accepted to be the Northwest corner of said 1/4-1/4 section; thence North 88 degrees 23 minutes 52 seconds East along the North line of said 1/4-1/4 for a distance of 1437.80 feet to a point; thence leaving said North line, South 11 degrees 39 minutes 06 seconds East for a distance of 899.27 feet to a point on the South line of the Norfolk Southern Railroad right of way margin (100' right-of-way) and the POINT OF BEGINNING of the parcel herein described; thence North 41 degrees 06 minutes 35 seconds East along said right-of-way for a distance of 213.32 feet to a 1/2" nail found in rebar (disturbed); thence leaving said right-of-way, South 82 degrees 24 minutes 34 seconds East for a distance of 339.29 feet to an iron pin set on the West right-of-way margin of Chelsea Road (right-of-way varies); thence along said right-of-way the following five (5) calls: thence South 00 degrees 08 minutes 27 seconds East for a distance of 18.02 feet to a concrete monument found; thence South 89 degrees 58 minutes 22 seconds East for a distance of 36.68 feet to a concrete monument found; thence South 00 degrees 09 minutes 44 seconds East for a distance of 21.96 feet to a concrete monument found; thence South 07 degrees 54 minutes 04 seconds West for a distance of 70.67 feet to a concrete monument found; thence South 00 degrees 01 minutes 25 seconds East for a distance of 215.00 feet to a concrete monument found at a point of flare in said right-of-way margin; thence South 44 degrees 25 minutes 24 seconds West along said flare for a distance of 135.24 feet to a concrete monument found on the North right-of-way margin of State Highway 25 (130' right-of-way); thence South 63 degrees 37 minutes 44 seconds West along said right-of-way for a distance of 627.94 feet to a 2-1/2" open top pipe found at a point on a curve to the left, having a radius of 3185.12, a chord bearing of South 59 degrees 01 minutes 28 seconds West and a chord length of 292.52 feet; thence along the arc of said curve for a distance of 292.62 feet to a 1/2" capped rebar found stamped "RYS"; thence leaving said right-of-way, North 33 degrees 36 minutes 47 seconds West for a distance of 224.33 feet to a 5/8" rebar found on the South right-of-way margin of said Norfolk Southern Railroad right-of-way; thence with a curve to the left, having a radius of 2850.00 feet, a chord bearing of North 45 degrees 26 minutes 09 seconds East and a chord length of 499.58 feet; thence along the arc of said curve, and along said right-of-way, for a distance of 500.22 feet to a point; thence North 41 degrees 06 minutes 35 seconds East for a distance of 262.47 feet to the POINT OF BEGINNING. Containing 9.798 acres, more or less.

PARCEL 2

A parcel of land, lying in the Northeast 1/4 of the Southeast 1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

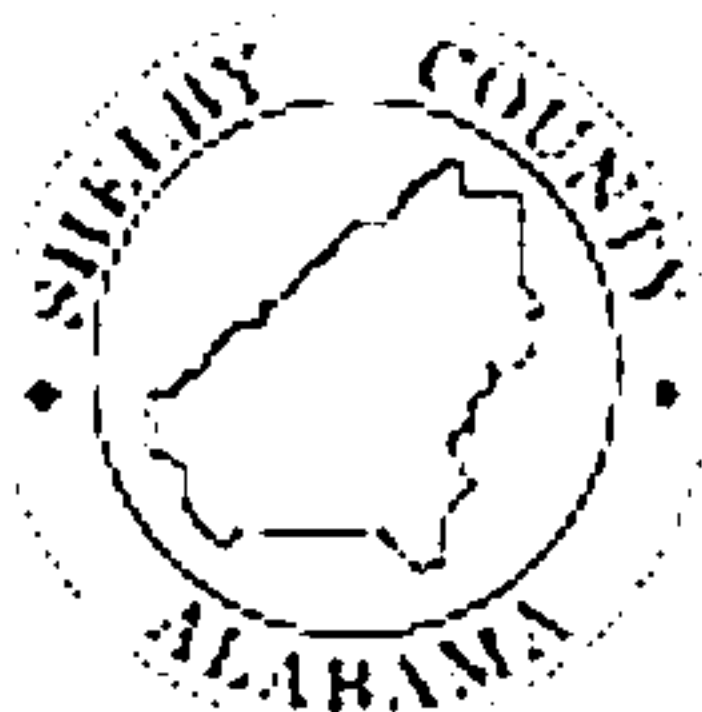
COMMENCE at a 1/2" open top pipe found and locally accepted to be the Northwest corner of said 1/4-1/4 section; thence North 89 degrees 14 minutes 54 seconds East along the North line of said 1/4-1/4 for a distance of 1678.87 feet to a point; thence leaving said North line, South 41 degrees 21 minutes 52 seconds East for a distance of 775.06 feet to an iron pin set on the East right-of-way margin of Chelsea Road (right-of-way varies) and the POINT OF BEGINNING of the parcel herein described; thence leaving said right-of-way, South 83 degrees 48 minutes 38 seconds East for a distance of 121.00 feet to an iron pin set; thence South 00 degrees 21 minutes 47 seconds East for a distance of 75.00 feet to an iron pin set; thence South 83 degrees 49 minutes 05 seconds East for a distance of 306.95 feet to a 1/2" capped

rebar found; thence South 05 degrees 31 minutes 31 seconds West for a distance of 185.77 feet to a 1/2" capped rebar found on the North right-of-way margin of Alabama Highway 25 (130' right-of-way); thence along said right-of-way the following three (3) calls: thence South 63 degrees 51 minutes 34 seconds West for a distance of 205.77 feet to an iron pin set; thence South 42 degrees 03 minutes 29 seconds West for a distance of 53.85 feet to a 1/2" rebar found; thence 63 degrees 51 minutes 34 seconds West for a distance of 150.00 feet to a 1/2" rebar found at a point of flare in said right-of-way; thence North 62 degrees 32 minutes 02 seconds West along said flare for a distance of 55.86 feet to a 1/2" capped rebar found stamped "GSA" on the East right-of-way margin of said Chelsea Road; thence North 00 degrees 21 minutes 47 seconds West along said right-of-way for a distance of 401.98 feet to an iron pin set; thence North 00 degrees 21 minutes 47 seconds West for a distance of 75.00 feet to the POINT OF BEGINNING. Containing 3.197 acres, more or less.

EXHIBIT C

[Legal Description – 21665 Highway 25 Property]

Commence at the NW corner of the NW 1/4 of the SE1/4 of Section 23, Township 21 South, Range 1 West, Shelby County, Alabama; thence South 87°12'30" East along the North line of said 1/4 - 1/4 section a distance of 682.95 feet; thence South 24°49'34" East a distance of 1358.30 feet to the Point of Beginning and the East line of a 15 foot utility easement lying 15 feet Westerly and parallel to described line; thence continue along the last described course and along said easement a distance of 290.78 feet to the Northerly right of way of Alabama Highway 25 and the end of said easement and a point on a curve to the left having a central angle of 05°16'14" and a radius of 3185.22 feet, said curve subtended by a chord bearing South 62°32'19" West and a chord distance of 292.90 feet; thence along the arc of said curve and along said right of way a distance of 293.00 feet to the Westerly line of a 15 foot utility easement lying 15 feet Easterly and parallel to described line; thence North 30°5'48" West along said easement and leaving said right of way a distance of 225.00 feet to the Southerly right of way of Norfolk Southern Railroad and the end of said easement and a point on a curve to the left having a central angle of 06°22'12" and a radius of 2910.00, said curve having chord bearing of North 50°48'46" East and a chord distance of 323.36 feet; thence along the arc of said curve and along said right of way a distance of 323.53 feet to the Point of Beginning; being situated in Shelby County, Alabama.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 03/13/2025 01:35:11 PM
 \$53.00 JOANN
 20250313000076410

Allen S. Bayl