

**CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT**

This Cross-Default and Cross-Collateralization Agreement dated as of the 13th day of May, 2025 (this "Agreement") is entered into by and between **RESIDENTIAL WASTE SERVICE, LLC**, an Alabama limited liability company ("Residential Waste"), **CPC AVIATION, LLC**, a Montana limited liability company ("CPC"), (Residential Waste and CPC are referred to herein collectively as "Borrowers") and **SOUTHPOINT BANK**, an Alabama bank ("Lender").

**RECITALS**

A. Lender made a loan to Residential Waste and CPC in the original principal amount of \$475,000.00 as evidenced by a promissory note dated January 12, 2022 (the "First Loan").

B. Lender made a loan to Residential Waste in the original principal amount of \$600,000.00 as evidenced by a promissory note dated August 31, 2022 (the "Second Loan").

C. The First Loan and the Second Loan shall be referred to herein collectively as the "Loans" and individually as a "Loan".

D. Cary Patrick Cook, the guarantor of the Loans, is the sole member of Residential Waste and the sole member of CPC.

E. As used in this Agreement, the term "Loan Documents" means all documents, instruments and agreements (including all modifications, amendments, extensions and restatements) executed at any time in connection the Loans and the term "Indebtedness" means each, every and all obligations for which Borrowers are responsible evidenced by and/or owed pursuant to the Loan Documents. Specifically, and without limitation, Indebtedness includes any future advances or obligations arising in the future under the Loan Documents.

F. Borrowers 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 Loan Documents shall serve as collateral for the respective obligations of Borrowers under the Loan Documents and that the failure by any or all of the Borrowers or Guarantor to perform their respective obligations under any one or more of the Loan Documents shall constitute a default with respect to all of the Loan Documents.

**NOW, THEREFORE**, in consideration of the premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, Borrowers and Lender hereby agree as follows:

1. Acknowledgment of Debt. Borrowers hereby acknowledge, confirm and declare that as of the date hereof, any Indebtedness due and owing to Lender under the Loan Documents is unconditionally due and owing by Borrowers to Lender without any setoff, deduction, counterclaim or defense of any kind or nature to the payment thereof.

2. Acknowledgment of Validity of Security Documents. Borrowers hereby acknowledge, confirm and declare the liens and security interests created by the Loan Documents to be valid, subsisting and perfected liens and security interests.

3. Aircraft Chattel Mortgage. CPC executed an Aircraft Chattel Mortgage, Security Agreement, and Assignment of Rents dated January 12, 2022, granting Lender a mortgage and security

interest in the Cirrus SR22T with an FAA Registration Number of N581CV (Serial Number 367) (the "Airplane") as collateral for the First Loan (the "2022 Mortgage"). CPC shall execute an Aircraft Chattel Mortgage, Security Agreement, and Assignment of Rents of even date herewith granting Lender a second mortgage and security interest in the Airplane as additional collateral for the Second Loan (the "2025 Mortgage"). The 2022 Mortgage and the 2025 Mortgage are Loan Documents as defined herein.

4. Cross-Default. The Loans are hereby cross-defaulted with one another. Borrowers guarantee on a continuing basis the prompt and punctual payment and satisfaction of all present and future Indebtedness of each Borrower. Each Event of Default by a Borrower under any Loan Document will be an Event of Default by all Borrowers under all Loan Documents.

5. Cross-Collateralization. The Loans are hereby cross-collateralized with one another. Borrowers agree that the collateral described in the Loan Documents shall secure all Loans. Borrowers' Collateral secures all present and future Indebtedness of all Borrowers.

6. Payment Obligations. The liability of Borrowers is direct and unconditional and due immediately upon default of any Borrower or Guarantor without demand or notice, without requiring Lender first to resort to any other right, remedy or security. If and when Lender makes demand, Borrowers agree to immediately pay Lender all amounts that Borrowers or any Guarantors may then owe under the Loan Documents, including all then outstanding Indebtedness of Borrowers and/or Guarantors.

7. Subordination and Subrogation. So long as any Indebtedness of any Borrower remains outstanding, all rights that Lender may have against any Borrower, and its properties and assets, at all times shall be superior to any rights that any Borrower or Guarantor may have to receive payment from any other Borrower, other than for bona fide intercompany purchases of goods or services, and for such other purposes as Lender may agree to in its discretion. Each Borrower and each Guarantor shall have no right of subrogation, contribution, reimbursement, indemnity or recourse to the Collateral until all Indebtedness to Lender is indefeasibly paid in full.

8. Waivers with Respect to Indebtedness. Borrowers waive presentment for payment, protest and notice of protest and of non-payment, with respect to all Indebtedness. Discharge or release of any party or Collateral or any modification of terms, including the increase or decrease of the Indebtedness, extension of time for payment, or any delay in enforcing any of Lender's rights and remedies, will not have the effect of releasing any Borrower or any Guarantor from any of their respective Indebtedness, or cause Lender to lose any of its rights or remedies under this Agreement or otherwise. Borrowers additionally waive all defenses that may arise because of any action or inaction on the part of Lender including any failure or delay of Lender to exercise or enforce any of its rights and remedies.

9. Reaffirmation of Representations and Warranties.

In order to induce the Lender to enter into this Agreement, Borrowers represent and warrant that as of the date hereof: (a) the execution and delivery of this Agreement has been duly authorized by all necessary entity action by each Borrower, (b) this Agreement constitutes the valid and binding obligations of the parties hereto enforceable against the Borrowers in accordance with the terms hereof, (c) all of the representations and warranties in the Loan Documents remain true and correct in material respects as of the date hereof, and (d) upon execution of this Agreement, there exists no default under the terms of the Loan Documents.



10. Miscellaneous.

a. Effect on Loan Documents. The Loan Documents shall be and remain in full force and effect and are hereby ratified and confirmed in all respects, and the execution delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power remedy of the Lender under the Loan Documents.

b. Waiver of Compliance. The Lender, in its absolute and sole discretion, may waive compliance with any obligation, covenant, agreement or condition contained herein or in any of the Loan Documents. No such waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition contained herein or in any of the Loan Documents shall operate as a waiver of any subsequent or other failure. Neither this Agreement nor any course of dealing between the Lender and any of the Borrowers shall operate as or be deemed to constitute a waiver of the Lender's rights hereunder or under the Loan Documents or affect the duties or the obligations of any of the Borrowers or any other guarantor under this Agreement or under the Loan Documents.

c. Cumulative Remedies. All rights, remedies and privileges granted to the Lender hereunder and under the Loan Documents shall be cumulative and concurrent and not exclusive of any rights or remedies provided by law.

d. Preservation of the Lender's Rights and Remedies. Notwithstanding anything to the contrary contained in this Agreement or the Loan Documents, if the Lender is required to reconvey any collateral, or to return any of the consideration which it has or may receive under this Agreement, the Lender shall have and retain all rights and remedies available to it in any and all of the Loan Documents or available at law or in equity, and to receive the full amounts of the outstanding principal and interest that would have been due under the Loan Documents, as modified hereby, reduced by any such amounts received and not reconveyed or returned by the Lender.

e. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Signature by facsimile and PDF shall also bind the parties hereto.

f. Voluntary Agreement. Borrowers represent and warrant that they are represented by legal counsel of their choice, are fully aware of the terms contained in this Agreement and has voluntarily and without coercion or duress of any kind entered into this Agreement and the documents executed in connection with this Agreement.

g. (h) WAIVER OF JURY TRIAL. BORROWERS AND LENDER HEREBY IRREVOCABLY WAIVE TO THE EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR ANY OTHER TRANSACTION CONTEMPLATED HEREBY OR WITH RESPECT TO THE ACTIONS OF LENDER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

h. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without reference to principles of conflict of laws.

i. Entire Agreement. This Agreement constitutes the entire agreement

among the parties relating to the subject matter hereof and this Agreement supersedes any and all previous agreements, documents and understandings relating to the subject matter hereof.

j. Inconsistencies with Loan Documents. In the event of any inconsistencies between the terms of this Agreement and any terms of any of the other Loan Documents, the terms of this Agreement shall govern and prevail.

k. Further Assurances. Borrowers covenant and agree to execute and deliver such other documents (including such amendments to the Loan Documents as the Lender may require) as may be necessary to consummate the transactions contemplated by this Agreement and to fully effectuate the intent of this Agreement.

l. Multiple Borrowers. In all cases where there is more than one Borrower, the term "Borrower" shall mean all and any one or more of them, and all terms appearing in the singular shall be deemed to have been used in the plural where the context and construction so require. The term "Borrower" as used in this Agreement shall include each Borrower, as the case may be.

m. DISCLAIMER. BORROWERS' EXECUTION OF THIS AGREEMENT IS NOT BASED UPON ANY FACTS OR MATERIALS PROVIDED BY LENDER NOR ARE BORROWERS INDUCED TO EXECUTE THIS AGREEMENT BY ANY REPRESENTATION, STATEMENT OR ANALYSIS MADE BY LENDER. BORROWER ACKNOWLEDGES AND AGREES THAT BORROWER ASSUMES SOLE RESPONSIBILITY FOR INDEPENDENTLY OBTAINING ANY INFORMATION OR REPORTS DEEMED ADVISABLE BY BORROWER WITH REGARD TO BORROWER(S) AND/OR ANY GUARANTOR, AND EACH BORROWER AGREES TO RELY SOLELY ON THE INFORMATION OR REPORTS SO OBTAINED IN REACHING ANY DECISION TO EXECUTE THIS AGREEMENT. BORROWER ACKNOWLEDGES AND AGREES THAT LENDER IS AND SHALL BE UNDER NO OBLIGATION NOW OR IN THE FUTURE TO FURNISH ANY INFORMATION TO BORROWER CONCERNING OTHER BORROWER(S), GUARANTORS OR THE LIABILITIES, AND THAT LENDER DOES NOT AND SHALL NOT BE DEEMED IN THE FUTURE TO WARRANT THE ACCURACY OF ANY INFORMATION OR REPRESENTATION CONCERNING BORROWER(S), GUARANTOR OR ANY OTHER PERSON WHICH MAY INDUCE BORROWER TO EXECUTE THIS AGREEMENT.

n. Capitalized Terms. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Loan Documents.

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**IN WITNESS WHEREOF**, the parties hereto have duly executed or caused this Agreement to be duly executed and delivered by their respective officers or other representatives hereunto duly authorized, as of the date first above written.

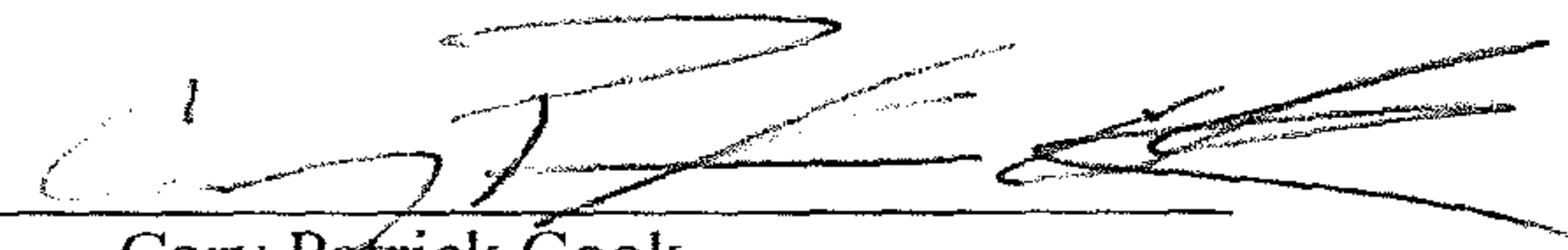
**LENDER:**

**SOUTHPOINT BANK,**  
an Alabama banking corporation


By:           Howie Myers  
Its:       Executive Vice President

**BORROWER:**

**RESIDENTIAL WASTE SERVICE, LLC,**  
an Alabama limited liability company

By:   
Cary Patrick Cook  
Its:       Manager

**CPC AVIATION, LLC,**  
a Montana limited liability company

By:   
Cary Patrick Cook  
Its:       Manager



American Land Title Association

Commitment for Title Insurance  
2021 v. 01.00 (07-01-2021)**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

**Parcel 1**

Commencing at the Northwest corner of Section 14, Township 18 South, Range 1 East, Shelby County, Alabama; thence North 89 degrees 39 minutes 34 seconds East along the North Boundary line of said section for a distance of 1764.62 feet; thence South 0 degrees 08 minutes 05 seconds East a distance of 2650.23 feet from the Point of Beginning; thence South 82 degrees 00 minutes 21 seconds West a distance of 417.41 feet to the easterly Right of Way of Shelby County Road #45; thence South 0 degrees 08 minutes 05 seconds East along said road Right of Way Line for a distance of 178.95 feet; thence North 78 degrees 16 minutes 47 seconds East a distance of 460.53 feet; thence North 77 degrees 56 minutes 07 seconds East a distance of 904.95 feet; thence North 2 degrees 21 minutes 50 seconds West a distance of 499.83 feet; thence South 81 degrees 57 minutes 16 seconds West a distance of 912.29 feet; thence South 0 degrees 08 minutes 05 seconds East a distance of 417.42 feet to the Point of Beginning, situated in Shelby County, Alabama.

**Parcel 2**

Commencing at the Northwest corner of Section 14, Township 18 South, Range 1 East, Shelby County, Alabama; thence North 89 degrees 39 minutes 34 seconds East along the North Boundary line of said section for a distance of 1764.62 feet; thence South 0 degrees 08 minutes 05 seconds East, a distance of 2441.52 feet for the Point of Beginning; thence continuing Southerly along said line, a distance of 208.71 feet; thence South 82 degrees 00 minutes 21 seconds West, a distance of 417.41 feet to the Easterly Right of Way Line of Shelby County Road No. 45; thence North 0 degrees 08 minutes 05 seconds West along said road for a distance of 208.71 feet; thence North 82 degrees 00 minutes 21 seconds East, a distance of 417.41 feet to the Point of Beginning, situated in Shelby County, Alabama.



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**06/02/2025 10:31:35 AM**  
**\$37.00 KELSEY**  
**20250602000166610**

*Allen S. Bayl*

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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