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AGREEMNT 1/6
This instrument prepared by
and record and return to:
Vaughn McWilliams, Esq.
DLB Attorneys at Law, LLC
2100B Southbridge Parkway, Suite 240
Birmingham, AL 35209

STATE OF ALABAMA)

SHELBY, BLOUNT,)
AND MONTGOMERY)
COUNTIES)

CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT AND AMENDMENT TO LOAN DOCUMENTS

THIS CROSS-COLLATERALIZATION AND CROSS-DEFAULT AGREEMENT (this "Agreement") is made and entered into as of the 3 day of October, 2025, by and between **RCS CAPITAL, LLC**, a Delaware limited liability company (the "Borrower"), and Grantor for indexing purposes, and **SOUTHSTATE BANK**, a national banking association ("Lender"), and Grantee for indexing purposes.

RECITALS

A. Borrower is indebted to Lender in the original principal amounts specified on Exhibit "A" hereto (the "Loans"). The Loans are evidenced and secured by separate promissory notes and other documents, all of such loan documents being more particularly described in Exhibit "B" hereto (as the same may hereafter be amended, individually and respectively, as so amended, the "Loan 1 Documents", the "Loan 2 Documents", the "Loan 3 Documents", collectively the "Loan Documents"), encumbering, without limitation, the real property more particularly described in Exhibit "C" hereto, respectively, and all improvements and appurtenances and all tangible and intangible personal property owned by Borrower, relating thereto (collectively, the "Property").

B. As a condition to making the Loans, Lender has required that the Loans be cross-defaulted and cross-collateralized. The Borrower agrees and acknowledges that there is good and sufficient consideration to execute this Agreement as an inducement to Lender to make the Loans, and that the Borrower will receive direct and indirect benefits from the extension of the Loans by the Lender.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, to induce the Lender to make the Loans, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower agrees with Lender, and Lender agrees with Borrower, as follows:

1. **Cross-Collateralization**. The Loans are hereby cross-collateralized with one another and Borrower hereby grants, bargains, conveys, and mortgages the Property to secure, and agree that the Collateral described in the respective Loan Documents shall secure, in addition to such respective Loan and on a **pari passu** basis with each of the other Loans, and any and all other obligations of the respective Borrowers under the other Loan Documents, including, without limitation, the respective Borrowers' obligation to pay the principal and interest on the respective Loans, as any of the same may hereafter be renewed, modified, amended or extended.

2. **Cross-Default**. The Loans are hereby cross-defaulted with one another and the Borrower agrees that the occurrence of an Event of Default as defined in, and pursuant to any of the Loan Documents, after the expiration of any applicable notice and cure period, shall constitute an immediate Event of Default (without need of notice or the expiration of any additional cure period other than as specified in such Loan Documents) under all the Loan Documents.

3. **Amendment to Loan Documents**. The Loan Documents are hereby amended to require that the minimum Debt Service Coverage Ratio requirement is hereafter to be calculated for all three Properties on a combined basis.

4. **Expenses.** Borrower shall promptly on demand pay all reasonable costs and expenses, including the reasonable fees and disbursements of counsel to the Lender, incurred by the Lender in connection with the exercise by or on behalf of Lender of any of its rights, powers or remedies under this Agreement, the enforcement of this Agreement, or the prosecution or defense of any action or proceeding by or against the Lender, the Borrower, or any one or more of them, concerning any matter related to this Agreement.

5. **Miscellaneous.**

(a) This Agreement may be executed in any number of counterparts bearing the original signatures of all parties hereto, each of which shall constitute an original for all purposes, but all of which shall evidence but one and the same Agreement. This Agreement will be recorded in each county and state where the respective properties described in the Loan Documents are located. Upon the filing of each mortgage constituting part of the Loan Documents, all necessary recording, intangible, or documentary stamp taxes will be duly paid by Borrower. This Agreement is being given as additional security for the Loans.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

[Signature Page to Cross-Collateralization and Cross-Default Agreement]

IN WITNESS WHEREOF, Borrowers have caused this Agreement to be properly executed on the day and year first written above.

BORROWER:

RCS CAPITAL, LLC, a Delaware limited liability company

By: CSEP Manager, LLC,
an Alabama limited liability company
Its: Manager

By: _____
Name: Lewis W. Cummings III
Its: Manager

STATE OF ALABAMA)

COUNTY OF Shelby)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Lewis W. Cummings III, Manager of CSEP Manager, LLC, an Alabama limited liability company, the Manager of RCS Capital, LLC, a Delaware 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 on the day the same bears date.

Given under my hand and official seal, this 3 day of October, 2025.

_____
Notary Public

[AFFIX SEAL]

My commission expires: 7/9/29

RANDI LAMBERT SIMS
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

EXHIBIT "A"

LOAN AMOUNTS

Loan:	**Loan Amount:**
Loan 1	$2,028,000.00
Loan 2	$1,188,000.00
Loan 3	$2,000,000.00

EXHIBIT "B"

LOAN DOCUMENTS

LOAN 1 – COLUMBIANA $2,028,000.00

1. Promissory Note dated July 8, 2022;
2. Mortgage dated July 8, 2022 and recorded in the Shelby County Probate records as instrument number 20220712000274370;
3. Assignment of Rents dated July 8, 2022 and recorded in the Shelby County Probate records as instrument number 20220712000274380.
4. Business Loan Agreement dated July 8, 2022.
5. Business Loan Agreement dated September 13, 2024 modifying the original Business Loan Agreement.

LOAN 2 - BLOUNTSVILLE $1,188,000.00

1. Promissory Note dated July 8, 2022;
2. Mortgage dated July 8, 2022 and recorded in the Blount County Probate records as instrument number 10040245;
3. Assignment of Rents dated July 8, 2022 and recorded in the Blount County Probate records as instrument number 10040246.
4. Business Loan Agreement dated July 8, 2022.
5. Business Loan Agreement dated September 13, 2024 modifying the original Business Loan Agreement.

LOAN 3 - MONTGOMERY $2,000,000.00

1. Promissory Note dated November 4, 2022;
2. Construction Mortgage dated November 4, 2022 and recorded in the Montgomery County Probate records in Book 05901 Page 9, as instrument number 32014598208;
3. Assignment of Rents dated November 4, 2022 and recorded in the Montgomery County Probate records in Book 05901 Page 18.
4. Construction Loan Agreement dated November 4, 2022.
5. Business Loan Agreement dated September 13, 2024 modifying the Construction Loan Agreement.

EXHIBIT "C"

LEGAL DESCRIPTION

PARCEL 1 – SHELBY COUNTY

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

A PART OF THE SE-1/4 OF SECTION 26, TOWNSHIP 21 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE WHERE THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 INTERSECTS THE WEST RIGHT OF WAY LINE OF EGG AND BUTTER ROAD; THENCE SOUTH 49°59'02" WEST, 1484.43 FEET, ALONG THE SOUTHEAST RIGHT OF WAY LINE OF ALABAMA HIGHWAY NO. 25 TO A POINT ON THE NORTHEAST RIGHT OF WAY LINE OF JONESBORO CIRCLE THENCE SOUTH 27°18'28" EAST, 68.55 FEET, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 81°11'07" EAST 649.06 FEET; THENCE NORTH 15°59'44" EAST, 325 29 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 81°13'24" EAST 408.01 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF EGG AND BUTTER ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING COURSES: NORTH 16°25'30" EAST, 74.83 FEET; NORTH 13°54'40" EAST, 95.45 FEET; NORTH 8°15'39" EAST, 96.81 FEET; NORTH 2°48'48" EAST, 97.40 FEET; NORTH 2°15'01" WEST, 97.25 FEET, NORTH 6°13'34" WEST, 67.00 FEET, THENCE LEAVING SAID RIGHT OF WAY LINE RUN THENCE SOUTH 63°26'03" WEST, 521.52 FEET; THENCE SOUTH 0°45'19" EAST, 226.53 FERT; THENCE SOUTH 81°13'24" EAST, 8.34 FEET TO THE POINT OF BEGINNING

PARCEL 2 – BLOUNT COUNTY

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

A PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 11 SOUTH, RANGE 1 WEST AND A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 11 SOUTH RANGE 1 EAST, BLOUNT COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 18; THENCE SOUTH 89°31'19" EAST ALONG THE QUARTER MILE LINE, 186.73 FEET; THENCE SOUTH 00°00'00" WEST, 777.12 FEET; THENCE SOUTH 02°35' WEST, 50.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°20'42" WEST, 176.00 FEET; THENCE SOUTH 73°28'32" WEST, 234.40 FEET; THENCE SOUTH 44°18"25" EAST, 577.99 FEET; THENCE NORTH 02°35' EAST, 483.59 FEET; THENCE SOUTH 89°20'42" WEST, 25.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3 – MONTGOMERY COUNTY

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

Parcel "AA", according to a Map of Gladiare Estates, Plat No. 7, as the same appears of record in the Office of the Judge of Probate of Montgomery County, Alabama, in Plat Book 21, at Page 121. Being further described as follows:

Commence at the Northeast corner of the Southwest 1/4 of Section 27, T-16-N, R18-E, Montgomery County, Alabama thence leaving said corner South 00 degrees 25' 00"West, 1859.08 feet to a point thence North 89 degrees 35' 00" West 280.00 feet to an iron pin lying along the Westerly right of way of Governor's Drive (right of way varies), said point being the Point of Beginning for the following described parcel of land; thence leaving said point of beginning and along said right of way North 00 degrees 56' 31" East, 215.38 feet to a pk nail; thence a chord beaning and distance of North 22 degrees 41' 56" East, 215.80 feet (radius is 291.10 feet) to a pk nail, thence North 44 degrees 11' 43" East, 65.03 feet to an iron pin lying at the intersection of said Governor's Drive right of way and the Southerly right of way of McGhee Road (80' right of way), thence leaving said Governor's Drive right of way and along said McGhee Road right of way North 42 degrees 59' 39" West, 184.43 feet to an iron pin; thence leaving said right of way South 47 degrees 02' 24" West, 234.94 feet to an iron pin; thence South 15 degrees 07' 59" West 200.93 feet to an iron pin; thence South 00 degrees 29' 24" West, 240.30 feet to an iron pin, thence South 89 degrees 35' 00" East, 220.07 feet to the Point of Beginning, Said described parcel of land lying in the Southwest 1/4 of Section 27, T-16-N, R-18-E, Montgomery County Alabama.

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County Clerk
Shelby County, AL
11/24/2025 09:14:04 AM
$38.00 JOANN
20251124000359150