

FOR ASSIGNMENT SEE
DE BOOK 15301 PAGE 1754 AC
FOR AGREE SEE
DE BOOK 15292 PAGE 1946 ND

BK: 15287 PG: 1488-1512
Filed and Recorded Oct-22-2015 02:26:31PM
DOC#: D2015-087378



REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

R
p/c/s

AFTER RECORDING PLEASE RETURN TO
INSUREPROPS, LLC
4833 SOUTH COBB DRIVE # 100
SMYRNA, GA 30080

[SPACE ABOVE THIS LINE RESERVED FOR CLERK'S USE]

RECORD AND RETURN TO:

Alan Petner
Novare National Settlement Service, LLC
320 Commerce Street, Suite 150
Irvine, California 92602

7/5/15

NOTE TO TAX COMMISSIONER AND CLERK OF SUPERIOR COURT: THIS DEED TO SECURE DEBT SECURES A SHORT-TERM NOTE OF LESS THAN THREE (3) YEARS AND THEREFORE NO INTANGIBLES TAX IS DUE PURSUANT TO O.C.G.A. §48-6-62.

**DEED TO SECURE DEBT, SECURITY AGREEMENT
AND UNIFORM COMMERCIAL CODE FIXTURE FILING**

THIS INDENTURE (the "Security Deed") is made effective as of the 14th day of October, 2015, by CONCORDE EAST-WEST COBB, LLC, a Georgia limited liability company, which has an address of 301 Yamato Road, Suite 1240, Boca Raton, Florida 33431 (hereinafter called the "Grantor"), as party of the first part, and OSPREY CAPITAL FUND, LLC, a Florida limited liability company or its successors or assigns whose address is 142 West Platt Street, Suite 118, Tampa, FL 33606 (hereinafter called the "Grantee") (which term us used in every instance shall include the Grantee's successors and assigns), as party of the second part;

WITNESSETH:

That, WHEREAS, Grantor is justly indebted to Grantee according to the terms of a Promissory Note given by Grantor to Grantee, in the sum of Four Million Three Hundred Fifty Thousand and 00/100 Dollars (\$4,350,000.00) bearing even date herewith (the "Note"), with a final payment being due on April 14, 2017 (or October 14 2017, if extended in accordance with the terms of the Note), the Note, by reference, being made a part hereof;

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NOW, THEREFORE, in consideration of the premises, \$10.00 and other good and valuable consideration and the sum hereinabove set forth, Grantor has bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto Grantee that certain real estate, of which the Grantor is now seized and possessed and in actual possession, situate in Cobb County, Georgia, which is described in Exhibit "A" attached hereto and made a part hereof. Hereinafter said real estate, buildings, improvements (including improvements to be made hereafter), furniture, fixtures and equipment herein below described and located on said real estate are sometimes collectively referred to as the "Premises."

TOGETHER with all of Grantor's gas and electrical fixtures, heaters, space heaters, engines and machinery, boilers, ranges, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets and other air conditioning, plumbing and heating fixtures, drapes, mirrors, mantles, refrigerating plants, dishwashers and appurtenances, and all building material and equipment now or hereafter delivered to the Premises and intended to be installed therein; such other goods, furnishings, equipment now or hereafter delivered to the Premises and intended to be installed therein; such other furniture, fixtures, goods, equipment, chattels and personal property as are usually furnished by landlords in the letting of all or any portion of the Premises of the character currently owned by Grantor (or as hereafter improved) and all renewals or replacements thereof or articles in substitution thereof and all of the estate, right, title and interest of the Grantor in and to all property of any nature whatsoever, now or hereafter situated on the Premises or intended to be used in connection with the operation thereof, all of which shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the Secured Indebtedness herein mentioned and secured by this Security Deed.

TOGETHER with all and singular the rights, interests and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the Premises herein above mentioned or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Grantor, including but not limited to all of Grantor's sewer capacity rights, all other capacity rights, and Grantor's rights under contracts, all building permits, D.O.T. driveway permits, and other permits, agreements, approvals, utility commitments, licenses and all other documents, payments, fees, impact fees, prepaid tap fees, commitment fees, deposit and sums paid affecting the Premises, and all rents, profits, issues and revenues of the Premises from time to time accruing, whether under leases or tenancies now existing or hereafter created, including the Assignment of Leases, Rents and Contract Rights of even date herewith between Grantor and Grantee (hereinafter the "Assignment"), reserving only the right to the Grantor to collect the same so long as the Grantor is not in default hereunder (subject to the qualification set forth in that certain Assignment) and so long as the same are not subjected to garnishment levy, attachment or lien. In addition, the Grantor hereby assigns, transfers and conveys to Grantee, its successors and assigns, all of the Grantor's right, title and interest in, to and under all leases now or hereafter leasing or affecting the Premises or any part hereof.

TOGETHER with all electronic chattel paper, investment property, deposit accounts, and letter of credit rights relating to the Premises now owned or hereto acquired by Grantor.

TOGETHER with all of Grantor's right, title and interest in and to the following:

- (a) All fixtures and articles of property now or hereafter attached to, or used or adapted for use in the operation or maintenance of, the Premises (whether such items be leased, be owned absolutely or subject to any title retaining or security instrument, or be otherwise used or possessed), including without limitation all heating, cooling, air conditioning, ventilating, refrigerating, plumbing, generating, power/lighting, laundry, maintenance, incinerating, lifting, cleaning, fire prevention and extinguishing, security and access control, cooking, gas, electric and communication fixtures, equipment and apparatus, all engines, motors, conduits, pipes, pumps, tanks, ducts, compressors, boilers, water heaters and furnaces, all ranges, stoves, disposers, refrigerators and other appliances, all escalators and elevators, all cabinets, partitions, mantels, built-in mirrors, window shades, blinds, screens, awnings, storm doors, windows and sash, all carpeting, underpadding and draperies, all equipment, all furnishings of public spaces, halls and lobbies, and all shrubbery and plants; all of which items shall be deemed part of the real property and not severable wholly or in part without material injury to the freehold; provided, however, that personal property and trade fixtures owned or supplied by the tenants of the Premises with the right of removal at the termination of their tenancies shall not be included within the scope of this paragraph;
- (b) All present and future contracts and policies of insurance which insure the Premises or any building, structures or improvements thereon, or any such fixtures or personal property, against casualties and theft, and all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies;
- (c) All permits and licenses, easements, all access, air and development rights, all minerals and oil, gas and other hydrocarbon substances, all royalties, all water and water rights and all other rights, hereditaments, privileges, permits, licenses, franchises and appurtenances now or hereafter belonging in any way appertaining to the Premises;
- (d) All of the rents, revenues, issues, profits and income of the Premises, whether under leases or tenancies now existing or hereafter created, including the Assignment reserving only the right to the Grantor to collect the same so long as the Grantor is not in default (subject to the qualifications set forth in the Assignment) and so long as the same are not subject to garnishment, levy, attachment or lien; and all right, title and interest of Grantor in and to all present and future leases and other agreements for the occupancy or use of all or any part of the Premises, and all right, title and interest of Grantor thereunder, including without limitation all cash or security deposits, advance rentals and deposits or payments of similar nature, and all right, title and interest of Grantor in and to all present and future management agreements or contracts regarding the Premises;
- (e) All general intangibles relating to the development or use of the Premises, including without limitation all permits, licenses and franchises, all names under or by which the Premises may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, logos and good will in any way relating to the Premises;

(f) All shares of stock or other evidence of ownership of any part of the Premises that is owned by Grantor in common with others, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises;

(g) All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including any awards for damages sustained to the Premises for a temporary taking, change in grade of streets or taking of access; and

(h) All products and proceeds of all of the foregoing.

TO HAVE AND TO HOLD the Premises and all parts, rights, members and appurtenances thereof, to the use, benefit and behoof of the Grantee, its successors and assigns in fee simple forever, and the Grantor covenants that the Grantor is lawfully seized and possessed of the Premises in fee simple and has good right to convey the same, that the same are unencumbered excepting taxes not yet due and payable, and those certain exceptions appearing on the Grantee's Title Insurance Policy given in connection herewith and specifically approved by Grantee, and that the Grantor will warrant and defend the title thereto against the claims of all persons whomsoever, except as hereinafter expressly provided.

This instrument is a deed and security agreement passing legal title pursuant to the laws of the State of Georgia governing loan or security deed and security agreements and is not a mortgage; and is made and intended to secure: (i) the payment of the indebtedness of Grantor to Grantee evidenced by the Note in accordance with the terms thereof, together with any and all other indebtedness now owing or which may hereafter be owing by Grantor to Grantee, however incurred, including advances by Grantee or any transferee of Grantee for the purpose of paying taxes or premiums on insurance on the Premises or to repair, maintain or improve the Premises (whether or not Grantor is at the time the owner of the Premises), and all renewal or renewals, extension or extensions, and modification or modifications and consolidation or consolidations of the Note or other indebtedness, either in whole or in part; (ii) the performance of that certain Loan Agreement of even date herewith executed by Grantor as Borrower and Grantee as Lender and as may be amended from time to time; and (iii) the performance of all other documents evidencing or relating to the indebtedness under the Note and/or securing the Note (collectively, the "**Secured Indebtedness**").

Should the Secured Indebtedness be paid according to the tenor and effect thereof when the same shall become due and payable and should Grantor perform all covenants herein contained and as required herein, then this Security Deed shall be canceled and surrendered.

It is the intent of the parties to this instrument to establish a perpetual or indefinite security interest in the property conveyed by this Security Deed.

The Grantor covenants with the Grantee as follows:

ARTICLE 1

1.1. Payment of Secured Indebtedness. The Grantor will pay the Note according to the tenor thereof and all other sums secured hereby promptly as the same shall become due.

1.2. Monthly Deposits. To further secure the payment of the taxes and assessments hereinafter referred to and the premiums on the insurance hereinafter referred to, the Grantor will deposit with the Grantee on the tenth (10th) day of each and every month a sum which, in the estimation of the Grantee, shall be equal to one-twelfth of the annual taxes, assessments and insurance premiums due in connection with the ownership of the Premises. The deposits shall be held by the Grantee free of interest, and free of any liens or claims on the part of creditors of the Grantor and as part of the security of the Grantee, and shall be used by the Grantor to pay current taxes, assessments and insurance premiums on the Premises as the same accrue and are payable. The deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Grantee. If the deposits are insufficient to pay the taxes, assessments and insurance premiums in full as the same become payable, the Grantor will deposit with the Grantee such additional sum or sums as may be required in order for the Grantor to pay such taxes, assessments and insurance premiums in full. Upon any default hereunder or under the Note or Loan Documents (as hereinafter defined), which default is not cured during any applicable notice and cure period, the Grantee may, at its option, apply any money in the fund resulting from the deposits to the payment of the Secured Indebtedness in such manner as it may elect. Upon written notice from the Grantor to the Grantee, the Grantee agrees, to the extent there is sufficient cash available following application of the terms and conditions of that certain Cash Flow Sweep Agreement dated October ~~14~~, 2015 by and between Grantor and Grantee (the "**Cash Flow Sweep Agreement**"), to apply the funds held pursuant to the Cash Flow Sweep Agreement to the Grantor's obligations under this Paragraph 1.2. In the event that there is a shortfall in the funds needed to satisfy the taxes and insurance premiums referenced herein, Grantor shall pay, within ten (10) calendar days' notice of such deficiency, all sums required by Grantee to ensure the payment of the taxes, assessments and insurance premiums.

1.3. Taxes, Liens and Other Charges.

(a) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of debts secured by deeds to secure debt or mortgages or the manner of collecting taxes so as to affect adversely the Grantee, the Grantor will promptly pay any such tax; if the Grantor fails to make such prompt payment or if any such state, federal, municipal or other governmental law, order, rule or regulation prohibits the Grantor from making such payment or would penalize the Grantee from making such payment or would penalize the Grantee if the Grantor makes such payment, then the entire balance of the principal sum secured by this Security Deed and all interest accrued thereon shall, without notice, immediately become due and payable at the option of the Grantee.

(b) The Grantor will pay, before the same become delinquent, all taxes, liens, assessments and charges of every character already levied or assessed or that may hereafter be levied or assessed upon or against the Premises and all utility charges, whether public or private; and upon demand will furnish the Grantee receipted bills evidencing such payment.

(c) The Grantor will not suffer any mechanic's, materialmen's, laborer's, statutory or other lien which might or could be prior to or equal to the security interests and liens of this Security Deed to be created or to remain outstanding upon any part of the Premises. Grantor shall have a thirty (30) day grace period to pay or bond any such lien.

(d) Grantor, at its expense, may contest, after prior written notice to Grantee, by appropriate legal proceedings conducted in good faith and with due diligence, the amount, validity or application, in whole or in part, of any taxes, liens, assessments or charges levied or assessed upon the Premises or any mechanic's, materialmen's, laborer's, statutory or other lien filed against the Premises, so long as such proceedings operate to prevent the collection or other realization thereon and the sale or forfeiture of the Premises or any part thereof to satisfy the same or the impairment of Grantee's lien; provided that (i) during such contest Grantor shall, at the option of Grantee, provide Grantee with security reasonably satisfactory to Grantee, assuring the payment of the Secured Indebtedness and of any additional interest, charge, penalty or expense arising from or incurred as a result of such contest, and (ii) if at any time Grantee reasonably determines that the payment of any obligation imposed upon Grantor under this Paragraph 1.3 shall become necessary to prevent either the sale or forfeiture of the Premises or any part thereof to satisfy the same or the imposition of any liability on Grantee, then Grantor shall immediately pay the same.

1.4. Insurance. Grantor shall maintain the following insurance on the Premises:

(a) Hazard/Liability/Windstorm. General liability and excess liability insurance, providing hazard, windstorm, fire, casualty, machine and boiler, business interruption, terrorism and liability coverage, in such form, amount and with self-retentions, reasonably satisfactory to Grantee, and naming Grantee as an additional insured covering Grantee's interest in the Premises.

(b) Flood. If the Premises are located in an area designated by the Director of Federal Emergency Management Agency as a special flood hazard area, Grantor shall provide evidence of flood insurance which shall be in an amount equal to the maximum insurable value of any vertical improvements if required by Grantee.

(c) Public Liability. Public liability insurance insuring against all claims for personal or bodily injury, death or property damage occurring upon, in or about the Premises in a form and amount reasonably satisfactory to Grantee.

(d) General Requirements. All such insurance at all times will be in an insurance company or companies in such amounts and with terms acceptable to the Grantee, with loss, if any, payable to the Grantee as its interest may appear, pursuant to a noncontributory mortgagee clause which shall be satisfactory to the Grantee and addressed to: OSPREY CAPITAL FUND, LLC, 142 W. Platt Street, Suite 118, Tampa, FL 33606. All policies shall provide that they will not be canceled without thirty (30) days' notice to Grantee. Upon the issuance of such policies the Grantor will deliver to the Grantee receipts for the premiums paid thereon and certificates of insurance and certified copies of such policies. Any policies furnished to the Grantee shall become its property in the event the Grantee becomes the owner of the Premises by foreclosure or otherwise. The

Grantee is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Premises, and to collect and receive the proceeds from any such policy or policies. Each insurance company is hereby authorized and directed to make payment for all such losses directly to the Grantee. In case of loss under any such policy of insurance, the Grantee may apply the net proceeds to the payment of the Secured Indebtedness, whether due or not until the Secured Indebtedness is fully paid and provided further that Grantee has no further obligations under the Loan Documents, the remainder shall go to the Grantor. Notwithstanding the foregoing, provided an Event of Default under the Loan Documents has not occurred which has not been cured within any applicable cure period, the Security Deed remains in full force and effect, and either (i) the insurance proceeds are sufficient to fully restore or repair the improvements in accordance with the original plans and specifications approved by Grantee, or (ii) Grantor deposits an amount with Grantee sufficient to compensate for any deficiency in the insurance proceeds necessary to fully restore and repair the improvements, then the insurance proceeds from a casualty shall be made available to Grantor in order to restore the improvements. In addition, Grantor shall carry, on a minimum basis, the coverage that has been previously provided to the Grantee.

1.5. Care of Premises.

- (a) The Grantor will keep the improvements now or hereafter erected on the Premises in good condition and repair, will not commit or suffer any material waste and will not do or suffer to be done anything which will increase the risk of fire or other hazard to the Premises or any part thereof.
- (b) The Grantor will not remove or demolish nor alter the design or structural character of any building (now or hereafter erected), fixture or chattel which is part of the security or other part of the Premises without the prior written consent of the Grantee, which consent shall not be unreasonably withheld, conditioned or delayed, or except as otherwise specifically provided in the Loan Documents.
- (c) If the Premises or any part thereof is damaged by fire or any other cause, the Grantor will give immediate written notice of the same to the Grantee.
- (d) The Grantee or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.
- (e) The Grantor will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.
- (f) If all or any part of the Premises shall be damaged by fire or other casualty, the Grantor will, upon request of the Grantee and Grantee's release of insurance proceeds to Grantor, promptly restore the Premises to the equivalent of its condition immediately prior to such damage, and if a part of the Premises shall be damaged through condemnation, the Grantor will, upon request of Grantee, and Grantee's release of condemnation proceeds to Grantor promptly restore, repair or alter the remaining part of the Premises in a manner satisfactory to the Grantee.

Provided, however, that if tenant leases do not require restoration and/or repair, but instead, Grantor shall cause damaged improvements to be razed and the land to be leveled, cleared and otherwise put in good order.

1.6. Further Assurances: Modifications. At any time, and from time to time, upon request by the Grantee, the Grantor will make, execute and deliver or cause to be made, executed and delivered, to the Grantee, any and all other further instruments, certificates and other documents as may, in the opinion of the Grantee, be necessary or desirable in order to effectuate, complete, or perfect or to continue and preserve (i) the obligations of the Grantor under the Note, (ii) the security interest of this Security Deed, and (iii) the security interest and lien hereunder. Upon the occurrence of an Event of Default not cured within any applicable cure period, the Grantee may make, execute and record any and all such instruments, certificates and documents for and in the name of the Grantor and the Grantor hereby irrevocably appoints the Grantee the agent and the attorney in fact of the Grantor so to do.

1.7. Leases Affecting the Premises. Any lease covering all or any part of the Premises shall comply with all of the covenants contained within the Assignment of Leases, Rents, and Contract Rights. The Grantor shall perform all covenants to be performed by it under any and all leases now or hereafter on the Premises or any part thereof. Upon request of the Grantee, the Grantor shall, by written instrument in form and substance satisfactory to the Grantee, assign to the Grantee its interest in each and every lease hereafter entered into by the Grantor leasing all or any part of the Premises. The terms "lease" and "leases" as used in this Paragraph 1.7 shall include all tenancies.

1.8. Expenses. In addition to the expenses described in subparagraph 2.6(b) hereof, the Grantor will pay or reimburse the Grantee for all reasonable attorneys' fees, costs and expenses, including those in connection with appellate proceedings, incurred by the Grantee in any proceedings involving the estate of a deceased or insolvent guarantor, or in any action, legal proceeding or dispute of any kind in which the Grantee is a plaintiff or defendant, arising in connection with the Secured Indebtedness, this Security Deed or the interest created herein, or the Premises, including but not limited to the exercise of the power of sale of this Security Deed, any condemnation action involving the Premises or any action to protect the security hereof; and any such amounts paid by the Grantee shall be secured by this Security Deed.

1.9. Amounts Secured. All amounts due and owing to the Grantee pursuant to the Note, Security Deed or any other Loan Document shall be secured by the lien of this Security Deed.

1.10. Subrogation. The Grantee shall be subrogated to the claims and liens of all parties whose claims or liens are discharged or paid with the proceeds of the Secured Indebtedness.

1.11. Performance by Grantee of Defaults by Grantor. If the Grantor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Premises; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; in the performance of any covenant, term or condition of any leases affecting all or any part of the Premises; or in the performance or observance of any covenant, condition or term of this Security Deed; then the Grantee, at its option, may perform or observe the same, and all payments made or costs incurred by the Grantee in connection therewith, shall be secured hereby and shall be, within ten (10) days following written notice

to Grantee, repaid by the Grantor to the Grantee with interest thereon at the default rate as provided in the Note. The Grantee is hereby empowered to enter and to authorize others to enter upon the Premises or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Grantor or any other person in possession holding under the Grantor.

1.12. Condemnation. If all or any part of the Premises shall be damaged or taken through condemnation (which term when used in this Security Deed shall include any damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, which taking in Grantee's sole discretion will result in a material impairment to the security granted to Grantee, then the entire Secured Indebtedness shall, at the option of the Grantee (provided, however, Grantee agrees that so long as the taking does not affect any of the improvements of the Premises, Grantee's determination shall be in its reasonable discretion), become immediately due and payable. The Grantee shall be entitled to all compensation, awards, and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Grantor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Grantor to the Grantee, who after deducting therefrom all its expenses, including attorneys' fees, may release any monies so received by it without affecting this Security Deed and may apply the same in such manner as the Grantee shall determine, to the reduction of the sum secured hereby and any balance of such monies then remaining shall be paid to the Grantor. The Grantor agrees to execute such further assignment of any compensation, awards, damages, claims, rights of action and proceeds as the Grantee may require.

1.13. Financial Statements and Reports. The Grantor shall furnish to the Grantee monthly updated financial statements (including, but not limited to, balance sheets and income statements) on or before the 21st day of each calendar month showing the results of operation by month and year-to-date figures with a comparison against Grantor's annual budget figures. Grantor, and all associated guarantors of the obligations contained in the Loan Documents, shall submit to Grantee copies of filed tax returns (including attached schedules) within ten (10) calendar days of filing. The associated guarantors shall also submit annual financial statements to the Grantee within three-hundred sixty five (365) days following the guarantor's previous submission of an annual updated financial statement to Grantee. The Grantor shall furnish to the Grantee monthly the following information related to the Premises: occupancy reports, delinquency reports, manager reports, rent rolls, accounts payable aging and any other information and or reports requested by Grantee. On or before November 30th of each calendar year, the Grantor shall provide an annual budget for the Premises, prepared on a month by month basis. Additionally, on or before the end of each calendar year, the Grantor shall provide an annual capital expenditure budget for the Premises, prepared on a month by month basis. The Grantor shall provide such other financial information or statements which the Grantee may reasonably request by not less than ten (10) days prior written notice from time to time, all to be in form and content reasonably satisfactory to the Grantee. All financial statements must be certified by the Manager of Grantor, as correct and complete in all material respects and they shall be prepared in a form reasonably acceptable to Grantee. Such financial statements shall include a complete description of all contingent liabilities, including, without limitation, all indebtedness guaranteed. Failure to provide any of the information required in this paragraph, following ten (10) calendar days' written notice to the Grantor, shall be a default under the

Loan Documents. Grantor shall further covenant and agree that Grantee shall have the absolute right to inspect Grantor's books and records concerning the Premises on reasonable prior notice and during reasonable business hours. In addition, Grantor shall promptly, from time to time, furnish to Grantee such other information regarding the operations, business, affairs and financial condition of Grantor as Grantee may reasonably request. Failure to furnish the financial statements required herein or to permit inspection of books shall constitute a default by the Grantor hereunder. If the Grantee requires additional information beyond what is required by this paragraph, then Grantee shall give the Grantor a ten (10) day notice of Grantor's requirement to provide such information.

1.14. Environmental Condition of Premises. Except as otherwise disclosed to Grantee in writing by delivery of that certain Phase I Environmental Site Assessment Report prepared by Real Estate Advisory, LLC as Project No. 1410816 and dated May 7, 2014 (the "**Environmental Report**") Grantor, warrants and represents to Grantee that to the best of Grantor's knowledge:

- (a) The Premises is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Federal Water Pollution and Control Act, the Federal Clean Water Act, the National Environmental Policy Act, the Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous Material Transportation Act and the Federal Clean Air Act and all rules related thereto (hereinafter together with any amendments thereto "Environmental Laws");
- (b) As of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, asbestos, polychlorinated biphenyls ("PCB's"), petroleum products, waste oils, toxic or radioactive materials, ammonia, chlorine, pesticides, bulk chemicals, substances listed in the United States Department of Transportation Table or by the Environmental Protection Agency (or any successor agency) as hazardous substances, or which are classified as hazardous or toxic under local, state or federal laws, rules or regulations) ("Hazardous Substances") located on, in or under the Premises or used in connection therewith in violation of any applicable Environmental Laws;
- (c) The Premises is not on any Hazardous Substance cleanup list of any governmental authority;
- (d) Grantor has not received a summons, citation, directive, letter or other communication, written or oral, from any governmental authority including, but not limited to any agency or department of Cobb County, Georgia, or the United States government nor has any action ever been commenced or threatened by any governmental authority concerning any intentional or unintentional action or omission on Grantor's part which resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into or onto the Premises;

(e) The Premises has never been used by Grantor, to generate, manufacture, refine, transport, treat, store, handle or dispose of Hazardous Substances, and Grantor does not intend to use any part of the Premises, for such purposes;

(f) No part of the Premises or any building, structure or facility currently located thereon or improvement thereto contain or contained asbestos or have or have had asbestos containing materials installed thereon or therein at any time during or prior to Grantor's ownership or operation thereof;

(g) No part of the Premises or any building, structure or facility currently located thereon or improvement thereto contain or contained PCB's or have or have had electrical transformers, fluorescent light fixtures, ballasts or other equipment containing PCB's installed thereon or therein at any time during or prior to Grantor's ownership or operation thereof;

(h) No part of the Premises or any building, structure or facility currently located thereon or improvement thereto are or have been used as a sanitary landfill, and no Hazardous Substances have been buried, spilled or disposed of on or within the boundaries of the Premises, at any time during or prior to Grantor's ownership or operation thereof; and

(i) There is no occurrence or condition on any real property adjoining the Premises that could cause the Premises or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Premises under any Environmental Laws.

ARTICLE 2

2.1. Due on Sale or Further Encumbrance Clause. In determining whether or not to make the loan secured hereby, Grantee examined the credit-worthiness of Grantor, found it acceptable and relied and continues to rely upon same as the means of repayment of the loan. Grantee also evaluated the background and experience of Grantor in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is Grantee's security for the loan. Grantor is a business person or entity well-experienced in borrowing money and owning and operating property such as the Premises, and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan, including this provision. Grantor further recognizes that any secondary or junior financing placed upon the Premises (a) may divert funds which would otherwise be used to pay the Note secured hereby; (b) could result in acceleration and foreclosure by any such junior encumbrance which would force Grantee to take measures and incur expenses to protect its security; (c) would detract from the value of the Premises should Grantee come into possession thereof with the intention of selling same; and (d) impair Grantee's right to accept a deed in lieu of foreclosure, as a foreclosure by Grantee would be necessary to clear the title to the Premises.

In accordance with the foregoing and for the purposes of (i) protecting Grantee's security both of repayment by Grantor and the value of the Premises; (ii) giving Grantee the full benefit of its bargain and contract with Grantor; and (iii) keeping the Premises free of subordinate financing liens, Grantor agrees that if this paragraph be deemed a restraint on alienation, that it is a reasonable one and that any sale,

conveyance, assignment, further encumbrance or other transfer of title to the Premises or any interest therein (whether voluntarily or by operation of law) without the Grantee's prior written consent, which will not be unreasonably withheld, conditioned or delayed provided that Grantee shall be paid all sums due and owing under the Loan Documents, shall be an event of default hereunder. For the purpose of, and without limiting the generality of, the preceding sentence, the occurrence at any time of any of the following events shall be deemed to be an unpermitted transfer of title to the Premises and therefore an event of default hereunder:

- (a) any sale, conveyance, assignment, or other transfer of or the grant of a security interest in, all or any part of the title to the Premises, except with Grantee's consent not to be unreasonably withheld, conditioned or delayed provided that Grantee shall be paid all sums due and owing under the Loan Documents;
- (b) any new or additional encumbrances, secured financing or secured liabilities with respect to the Premises, without the prior written consent of Grantee;
- (c) any unsecured financings or liabilities of Grantor, or any guarantor of the Note, except for trade payables as incurred in the ordinary course of business; provided, however, that such trade payables shall not at any time exceed \$25,000.00 without the prior written consent of Grantee; and
- (d) any change in the present structure of ownership of Grantor.

Any consent by the Grantee, or any waiver of an event of default, under this paragraph shall not constitute a consent to, or waiver of any right, remedy or power of the Grantee upon a subsequent event of default under this paragraph.

2.2. Default. A default shall have occurred hereunder if:

- (a) The Grantor shall fail to pay, when due, any scheduled installment of principal, interest, or late charges as required by the Note, this Security Deed and otherwise, subject to written notice and a period of five (5) days to cure the same as required by the Note; or
- (b) The Grantor shall fail duly to observe on time any other covenant, condition or agreement of this Security Deed or of any other instrument evidencing, securing or executed in connection with the Secured Indebtedness, including but not limited to, the Assignment of Leases, Rents and Contract Rights and that certain Loan Agreement of even date herewith, as may be amended from time to time (herein this Security Deed, the Note, the Loan Agreement, the Assignment of Leases, Rents and Contract Rights and all other documents and instruments executed by Grantor or delivered to Grantee in connection with the loan secured hereby are sometimes collectively called the "**Loan Documents**") and such failure or breach is not cured to Grantee's satisfaction within thirty (30) days after notice to Grantor describing the failure or breach; or
- (c) Any warranties or representations made or agreed to be made in any of the Loan Documents shall be breached in any material respect by the Grantor or shall prove to be false or

misleading and such representation or warranty remains untrue for a period of thirty (30) days after the date of written notice thereof from Grantee to Grantor; or

(d) Any lien for labor or material or otherwise shall be filed against the Premises, which has not been bonded or released within thirty (30) days after filing the same; or

(e) Any judgment shall be extended against the Grantor which, could substantially impair the ability of the Grantor to perform each and every one of its obligations under and by virtue of the Loan Documents, subject to written notice and a period of thirty (30) days to cure the same by payment or bonding; or

(f) Any claim of priority to this Security Deed by title, lien or otherwise is asserted in any legal or equitable proceeding; or

(g) A levy shall be made under any process on, or a receiver be appointed for, the Premises or any other property of the Grantor; or

(h) The Grantor, or any of the Grantor's individual officers, directors, managers, sole member, or any guarantor of the Loan shall file a voluntary petition in bankruptcy, or any other petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation or similar relief for the Grantor under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtor; or

(i) The Grantor shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Grantor or of all or any part of the Premises or of any or all of the rents, revenues, issues, earnings, profits or income thereof; or

(j) In any legal proceeding the Grantor shall be alleged to be insolvent or unable to pay the Grantor's debts as they become due; or

(k) The Grantor shall do, or shall omit to do, any act, or any event shall occur, as a result of which any obligation of the Grantor in favor of Grantee and/or its successors and assigns, not arising hereunder, may be declared immediately due and payable by the holder thereof; or

(l) The Grantor shall commit a material event of default under the terms of any of the leases, contracts, and or agreements affecting all or any part of the Premises; or

(m) The Grantor, without the prior written consent of the Grantee, voluntarily or by operation of law, shall sell, transfer, convey, or assign all or any part of the legal or equitable title to the Premises, or any part of, or interest in, the Premises; or

(n) The Grantor, without the prior written consent of the Grantee, voluntarily or by operation of law, shall transfer, convey or assign the Premises, or any part of, or interest in, the Premises as security for an indebtedness other than for the Secured Indebtedness; or

(o) A breach by Grantor of any covenant, representation or warranty set forth in the Loan Agreement, or an Event of Default occurs under the terms of the Loan Agreement or any of the other Loan Documents; or

(p) If Grantee reasonably determines that the likelihood of payment of the Note or performance of the other obligations secured by this Security Deed is threatened by reason of a material adverse change in the financial condition or credit standing of Grantor; or

(q) A material adverse change shall occur in the financial condition of any guarantor which, in Grantee's opinion, affects the ability of the guarantor to fulfill its obligations hereunder or under its guaranty, or any guarantor shall (i) file a voluntary petition in bankruptcy or seek similar relief, (ii) make a general assignment for the benefit of creditors, (iii) be alleged to be insolvent or unable to pay its debts in any legal proceeding, (iv) fail duly to observe on time any covenant, condition or agreement of this Security Deed, the guaranty, or any other Loan Document, or any individual guarantor shall die or be adjudged incompetent; or

(r) In the event that Grantor voluntarily files a bankruptcy petition or Grantor is the subject of an involuntary bankruptcy petition, the Grantor agrees to the following: (i) that the bankruptcy case shall be dismissed as a "bad faith" filing "for cause" under 11 U.S.C. § 1112(b); (ii) that Grantee is entitled to the immediate entry of an order from the appropriate bankruptcy court granting Grantor complete relief from the automatic stay imposed by §362 of the Bankruptcy Code (11 U.S.C. §362) to exercise its foreclosure and other rights, including but not limited to obtaining a foreclosure judgment and foreclosure sale, upon the filing with the appropriate court of a motion for relief from the automatic stay. Grantor specifically agrees: (1) that upon filing a motion for relief from the automatic stay, Grantee shall be entitled to relief from the stay without the necessity of an evidentiary hearing and without the necessity or requirement of the Grantee to establish or prove the value of the Premises and property securing the obligations under the Note and the Loan Documents, the lack of adequate protection of its interest in the Premises and property securing the obligations under the Note and the Loan Documents, or the lack of equity in the Premises and property securing the obligations under the Note and the Loan Documents; (2) that the lifting of the automatic stay hereunder by the appropriate bankruptcy court shall be deemed to be "for cause" pursuant to §362(d)(1) of the Bankruptcy Code (11 U.S.C. §362(d)(1)); and (3) that Grantor will not directly or indirectly oppose or otherwise defend against Grantee's efforts to gain relief from the automatic stay. Grantor acknowledges that this specific provision is an integral part to the Grantee's consideration for making the Loan.

For the purposes of this Paragraph 2.2, the term "**Grantor**" shall be construed as any one or more of the parties comprising Grantor.

2.3. Acceleration of Maturity. If a default shall have occurred hereunder, following any applicable notice and cure periods, then the whole unpaid principal sum of the Secured Indebtedness, together with interest accrued thereon, together with all fees, charges, costs, expenses and liabilities due and owing under the Loan Documents shall, at the option of the Grantee, become due and payable without notice or demand, time being of the essence of this Security Deed and of the Note secured hereby; and no omission

on the part of the Grantee to exercise such option when entitled so to do shall be considered as a waiver of such right.

2.4. Right of Grantee to Enter and Take Possession.

(a) If any default shall have occurred under the Loan Documents, following any applicable notice and cure periods and shall be continuing, the Grantor, upon demand of the Grantee, shall forthwith surrender to the Grantee the actual possession of the Premises and if, and to the extent, permitted by law, the Grantee may enter and take possession of the Premises without the appointment of a receiver or an application therefor and may exclude the Grantor and the Grantor's agents and employees wholly therefrom. In the event Grantee exercises its right pursuant to this subparagraph (a), Grantee shall be deemed to be acting as agent of Grantor and not as owner of the Premises.

(b) For the purpose of carrying out the provisions of this Paragraph 2.4, the Grantor hereby constitutes and appoints the Grantee the true and lawful attorney in fact of the Grantor to do and perform, from time to time, any and all actions necessary and incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney in fact in the Premises.

(c) Whenever all such defaults have been cured and satisfied, the Grantee shall surrender possession of the Premises to the Grantor, provided that the right of the Grantee to take possession, from time to time, pursuant to subparagraph 2.4(a) shall exist if any subsequent default shall occur and be continuing.

2.5. Leases. If any default shall have occurred under the Loan Documents, following any applicable notice and cure periods and shall be continuing, Grantee may, at its sole option, foreclose this Security Deed subject to any Leases, and the failure to make any lessee a defendant or to foreclose its rights shall not be a defense to any proceedings by Grantee to collect the sums secured hereby or for any deficiency unpaid after the foreclosure of the Premises.

2.6. Appointment of a Receiver and Foreclosure.

(a) If a default shall have occurred hereunder, following any applicable notice and cure periods and shall be continuing, then the whole debt secured by this Security Deed, with all interest thereon, and all other amounts hereby secured shall, at the option of Grantee, become immediately due and payable, and may forthwith or at any time thereafter be collected by suit at law, foreclosure of or other proceeding upon this Security Deed or by any other proper, legal or equitable procedure without declaration of such option and without notice.

(b) In any suit to foreclose this Security Deed, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of the Grantee for attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all

such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Grantee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional debt secured hereby and shall be immediately due and payable with interest thereon at the default rate as provided in the Note, when paid or incurred by Grantee in connection with (i) any proceeding, including foreclosure, probate and bankruptcy proceedings, to which it shall be a party, either as plaintiff, claimant, or defendant, by reason of this Security Deed, or any of the Secured Indebtedness, (ii) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced, or (iii) preparations for the defense of any threatened suit or proceeding which might affect the Premises or the security hereof, whether or not actually commenced.

(c) Upon, or at any time after, the filing of a complaint to foreclose this Security Deed, Grantee shall be at liberty to apply for the appointment of a receiver of the rents and profits or of the Premises or both without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration as to the value of the Premises as security for the amounts due the Grantee, or the solvency of any person or entity liable for the payment of such amounts. Such receiver shall have power to collect the rents, issues and profits of the Premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Grantor except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period.

(d) Grantor shall deliver to Grantee at any time on its request, all agreements for deed, contracts, leases, abstracts, title insurance policies, muniments of title, surveys and other papers relating to the Premises, and in case of foreclosure thereof and failure to redeem, the same shall be delivered to and become the property of the person obtaining a deed to the Premises by reason of such foreclosure.

2.7. Remedies Cumulative. No right, power or remedy conferred upon or reserved by the Grantee by this Security Deed is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute.

2.8. Real Estate Transfer, Stamp and Excise Tax. Grantor shall pay any and all documentary stamp taxes applicable to the full face amount of the Note, together with any and all intangible taxes due on the Note. If any additional real estate transfer, stamp or excise tax shall become applicable with respect to this Security Deed, the Note, any loan or credit extended hereunder, or any security agreement, guaranty, the loan agreement or other document, the Grantor shall promptly pay such tax in full (including interest and penalties, if any) and shall hold the Grantee harmless with respect thereto. The

Grantor's liability under this Paragraph 2.8 will survive the repayment of the Secured Indebtedness under the Note.

ARTICLE 3

3.1. Successors and Assigns Included in Parties. Whenever in this Security Deed one of the parties hereto is named or referred to, the heirs, legal representatives, successors and assigns of such parties shall be included and all covenants and agreements contained in this indenture by or on behalf of the Grantor and by or on behalf of the Grantee shall bind and inure to the benefit of their respective heirs, legal representatives, successors and assigns, whether so expressed or not. Provided, however, that the Grantor shall have no right to assign its obligations hereunder without the prior written consent of the Grantee.

3.2. Headings. The headings of the sections, paragraphs and subdivisions of this Security Deed are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

3.3. Invalid Provisions to Affect No Others. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Security Deed in whole or in part, then such clause or provision only shall be held for naught, as though not herein contained, and the remainder of this Security Deed shall remain operative and in full force and effect. Notwithstanding any provision contained herein, the total liability of Grantor for payment of interest, including service charges, penalties or any other fees pursuant to Paragraph 1.8, subparagraph 2.6(b) or otherwise shall not exceed the maximum amount of such interest permitted by applicable law to be charged, and if any payments by Grantor include interest in excess of such maximum amount, Grantee shall apply such excess to the reduction of the unpaid principal amount due and pursuant hereto.

3.4. Number and Gender. Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the other.

ARTICLE 4

4.1. Notice. Any notice, request, demand, consent, approval or other communication provided or permitted hereunder shall be in writing and be sent by United States registered or certified mail, return receipt requested, postage prepaid, or by prepaid guaranteed overnight courier, or by facsimile transmission or electronic mail, with a copy sent by United States mail or overnight courier as herein provided, and in any case addressed to the party for whom it is intended at the following addresses:

If to GRANTOR:

Concorde East-West Cobb, LLC
Attn: Joseph C. LeBas, Jr.
301 Yamato Road, Suite 1240
Boca Raton, Florida 33431

With a copy to: Broad and Cassel
Attn: James J. Wheeler, Esq.
7777 Glades Road, Suite 300
Boca Raton, Florida 33434

If to GRANTEE: Osprey Capital Fund, LLC
Attn: Gus V. Katsadourous
142 West Platt Street, Suite 118
Tampa, Florida 33606

With copies to: Johnson, Pope, Bokor, Ruppel & Burns, LLP
Attn: Will Conroy, Esq.
333 3rd Avenue North, Suite 200
St. Petersburg, Florida 33701
Facsimile: (727) 800-5981

provided, however, that any party may change its address for purposes of receipt of any such communication by giving at least ten (10) days' written notice of such change to the other parties in the manner above prescribed. Any notice given in accordance with the above provisions shall be deemed received and effective on the date of delivery by prepaid guaranteed overnight delivery service or courier, the date of facsimile transmission or electronic mail (provided a hard copy is placed in the United States Mail, postage prepaid, or prepaid overnight courier, on the same date), or the third Business Day after the date on which it is placed in the United States Mail, postage prepaid. Grantor hereby irrevocably appoints, designates and authorizes Grantee as its agent to file for record any notices that Grantee deems necessary or desirable to protect its interest hereunder or under the Note or the Loan Documents, provided such actions do not further increase Grantor's obligations under the Loan. Grantor shall forward to Grantee copies of all notices given or received by Grantor to or from any contractor, subcontractor, materialman or other person having a lien under Georgia law, promptly upon the giving or receipt of such notice, if such notice is related to any alleged failure of Grantor to make proper payments under Georgia law or is otherwise related to any claim of lien, or potential claim of lien, against the Premises.

ARTICLE 5

5.1. Future Advances. Under this Security Deed, the term "Secured Indebtedness" is defined to include certain advances made by Grantee in the future. Such advances include, without limiting the provisions set forth above, any additional disbursements to Grantor (unless in connection with another, independent mortgage financing) and any obligations under agreements which specifically provide that such obligations are secured by this Security Deed. In addition, the term Secured Indebtedness is defined to include any amounts advanced to pay taxes, assessments or insurance or to protect or preserve the Premises, or to pay the costs of collection and receivership. Accordingly, all such advances and obligations shall be equally secured with, and shall have the same priority as, the Secured Indebtedness, and shall be subject to all of the terms and provisions of this Security Deed.

5.2. Lien Priority. The lien priority of this Security Deed shall not be affected by any changes in the Note including, but not limited to, an increase in the interest rate charged pursuant to the Note. Any

parties acquiring an interest in the Premises subsequent to the date this Security Deed is recorded shall acquire such interest in the Premises with notice that Grantee may increase the interest rate charged pursuant to the Note or otherwise modify the Note and the Note, as modified, and the Security Deed shall remain superior to the interest of any party in the Premises acquired subsequent to the date this Security Deed is recorded.

5.3. Deed to Secure Debt; Security Agreement. As to that portion of the Premises that constitutes real property under Georgia law, this Security Deed is intended to be a deed to secure debt and conveys title to such real property to the Grantee. As to that portion of the Premises as to which the provisions of the Uniform Commercial Code as enacted in the State of Georgia are applicable, this Security Deed is intended to be a security agreement, encumbering each and every item of such of the Premises, in compliance with the provisions of the Uniform Commercial Code. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Security Deed shall be: (i) as prescribed in this Security Deed; or (ii) as prescribed by general law; or (iii) as prescribed by the specific statutory provisions now or hereafter enacted and specified in the Uniform Commercial Code, all at Grantee's sole election. The Grantor expressly authorizes Grantee to file or amend, in form and substance satisfactory to the Grantee, such "financing statements", real estate related notice filings, and such further assurances as the Grantee may, from time to time, reasonably consider necessary to create, perfect and preserve Grantee's interest in the Premises herein granted, and the Grantee may cause such statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Grantor and Grantee agree that the filing of such financing statements shall not in any way affect the agreement of Grantor and Grantee that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Security Deed, is, and at all times and for all purposes and in all proceedings, both legal and equitable, shall be regarded as part of the real estate conveyed hereby. Grantor hereby acknowledges that the indebtedness evidenced by the Note and secured by this Security Deed arises out of a "commercial transaction" as that term is defined in O.C.G.A. § 44-14-260(1) concerning foreclosure of mortgages on personal property, and agrees that if a default has occurred and is continuing, Grantee shall have the right to an immediate writ of possession without notice of hearing, and Grantor hereby knowingly and intelligently waives any and all rights it may have to any notice and posting of a bond prior to seizure by Grantee, its transferees, assigns or successors in interest of the Premises or any portion hereof. This provision is intended by Grantor as a "waiver" as that term is defined in O.C.G.A. § 44-14-260(3) relating to foreclosure of liens on personalty.

5.4. Fixture Filing. This Security Deed shall also constitute a financing statement filed as a fixture filing in accordance with O.C.G.A. § 11-9-502(c). This Security Deed covers the property rights, contract rights, equipment and claims described in this Security Deed and comprising the Premises, which are now or are to become fixtures related to the Premises as defined and described in this Security Deed. The name of the Debtor is the name of the Grantor, and the name of the Secured Party is the name of the Grantee as set forth in the caption to this Security Deed. The mailing address of Grantor as Debtor and the Grantee as Secured Party under the Uniform Commercial Code are set forth in Paragraph 4.1 of this Security Deed, and the collateral covered by this Security Deed is described in this Paragraph 5.4. The information contained in this Paragraph 5.4 is provided in order that this Security Deed shall comply with the requirements of the Uniform Commercial Code as enacted in the State of Georgia for instruments to be filed as financing statements.

5.5. **Choice of Law.** This Security Deed is to be construed in all respects and enforced according to the laws of the State of Georgia.

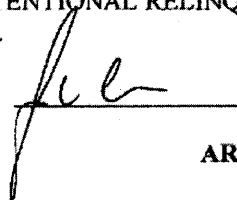
5.6. **Binding Effect.** This Security Deed shall be binding upon and inure to the benefit of the Grantor and Grantee hereto, and their respective heirs, successors and assigns.

5.7. **Commercial Transaction.** Grantor hereby acknowledges that the Secured Indebtedness arises out of a "commercial transaction" as that term is defined in O.C.G.A. §44-14-260(1) concerning foreclosure of mortgages on personal property, and agrees that if a default has occurred and is continuing, Grantee shall have the right to an immediate writ of possession without notice of hearing, and Grantor hereby knowingly and intelligently waives any and all rights it may have to any notice and posting of a bond prior to seizure by Grantee, its transferees, assigns or successors in interest of the Premises or any portion thereof. This provision is intended by Grantor as a "waiver" as that term is defined in O.C.G.A. §44-14-260(3) relating to foreclosure of liens on personalty.

ARTICLE 6.

6.1. **Waiver of Notice and Hearing.** BY EXECUTING THIS SECURITY DEED AND BY INITIALING THIS SECTION, THE GRANTOR HEREBY WAIVES, TO THE EXTENT ALLOWED BY LAW, ANY RIGHT IT MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF GEORGIA OR THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO NOTICE (EXCEPT AS EXPRESSLY REQUIRED BY THE TERMS OF ANY COLLATERAL DOCUMENT) OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED BY THIS SECURITY DEED AND THE GRANTOR WAIVES ITS RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECURITY DEED ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT A PRIOR JUDICIAL HEARING. ALL WAIVERS BY THE GRANTOR IN THIS PARAGRAPH HAVE BEEN GIVEN VOLUNTARILY, INTELLIGENTLY AND KNOWINGLY, AFTER THE GRANTOR HAS BEEN FIRST INFORMED BY COUNSEL OF ITS OWN CHOOSING AS TO POSSIBLE ALTERNATIVE RIGHTS, AND HAVE BEEN GIVEN AS AN INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A KNOWN RIGHT AND PRIVILEGE.

GRANTOR'S INITIALS:



ARTICLE 7

7.1 **Power of Sale.** If a default under any of the Loan Documents shall occur, and, as a result thereof, the entire unpaid amount of the obligations comprising the Secured Indebtedness has been accelerated and is due and payable in full, the Grantee, or the agent or successor of the Grantee, may, at its option and without notice or demand and without impairing or otherwise affecting the other rights and remedies of the Grantee, sell or offer for sale the property comprising the Premises in such portions, order and parcels as the Grantee may determine with or without having first taken possession of same, to the highest bidder for cash at one or more public sales in accordance with the terms and provisions of the law of the State of Georgia. The proceeds of any sale of all or any portion of the property comprising the Premises under the

power herein granted shall be applied, in whatever order the Grantee in its sole discretion may decide, to the following: (i) the obligations comprising the Secured Indebtedness; (ii) insurance premiums, liens, assessments, taxes and charges, including utility charges, if any, with accrued interest thereon; and (iii) all expenses of the sale and of all proceedings in connection therewith, including reasonable attorneys' fees. Such sale shall be made before the door of the courthouse of the county in which the property comprising the Premises (or any portion thereof to be sold) is situated (whether the parts or parcels thereof, if any, in different counties are contiguous or not, and without the necessity of having any personal property hereby secured present at such sale) on such day and at such times as permitted under applicable law of the State of Georgia, after advertising the time, place and terms of sale and that portion of the property comprising the Premises in accordance herewith and such law. The time, place and terms of any such sale shall be advertised once a week for four (4) consecutive weeks, immediately prior to the date of sale (but without regard to the number of days elapsed intervening between the date of publication of the first advertisement and the date of sale) in a newspaper in which sheriff's sales are advertised in said county, all other notice being hereby waived by the Grantor. In the event of any such public sale pursuant to the aforesaid power of sale and agency, the Grantor shall be deemed a tenant holding over and shall forthwith deliver possession of the property comprising the Premises to the purchaser or purchasers at such sale or be summarily dispossessed according to provisions of law applicable to tenants holding over. At any such public sale, the Grantee may execute and deliver in the name of the Grantor to the purchaser a conveyance or assignment, as applicable, of the Grantor's interest in the property comprising the Premises or any part thereof in fee simple, and with or without full warranties of title, which conveyance or assignment may contain recitals as to the happening of the default upon which the execution of the power of sale, herein granted, depends, and said recitals shall be presumptive evidence that all preliminary acts prerequisite to said sale and deed were in all things duly complied with and Grantor agrees that the recitals in such conveyance or assignment, as applicable, shall be binding and conclusive upon Grantor and that the conveyance or assignment to be made by Grantee, or its assigns shall be effectual to bar all right, title and interest, equity of redemption, including all statutory redemption, homestead, dower, curtesy and all other exceptions of Grantor, or its successors in interest, in and to said Premises. The Grantor hereby constitutes and appoints the Grantee the agent and attorney-in-fact of the Grantor to make such sale and conveyance, and thereby to divest the Grantor of all right, title and equity that the Grantor may have in and to the property comprising the Premises and to vest the same in the purchaser or purchasers at such sale or sales, and all the acts and doings of said agent and attorney-in-fact are hereby ratified and confirmed and any recitals in said conveyance or conveyances as to facts essential to a valid sale shall be binding upon the Grantor. The aforesaid power of sale and agency hereby granted are coupled with an interest and are irrevocable by death incompetence, bankruptcy, dissolution, reorganization, insolvency or otherwise, are granted as cumulative of the other remedies provided hereby or by law for collection of the obligations comprising the Secured Indebtedness and shall not be exhausted by one exercise thereof but may be exercised until the obligations comprising the Secured Indebtedness are paid or otherwise satisfied in full. In the event of any sale under this Security Deed by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the property comprising the Premises may be sold in its entirety or in separate parcels and in such manner or order as the Grantee in its sole discretion may elect, and if the Grantee so elects, the Grantee may sell the personal property concurrently with the real property covered by this Security Deed or at one or more separate sales in any manner permitted by the Uniform Commercial Code as enacted in the State of Georgia, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until all of the property comprising the Premises is sold or the obligations

comprising the Secured Indebtedness are paid or otherwise satisfied in full. If the obligations comprising the Secured Indebtedness are now or hereafter further secured by any chattel mortgages, deeds to secure debt or deeds of trust, pledges, contracts or guaranties, assignments of lease, or other security instruments, the Grantee at its option may exhaust the remedies granted under any of said security instruments either concurrently or independently, and in such order as the Grantee may determine in its discretion.

Upon any foreclosure sale or sales of all or any portion of the property comprising the Premises under the power herein granted, the Grantee may bid for and purchase the property comprising the Premises and shall be entitled to apply all or any part of the obligations comprising the Secured Indebtedness as a credit to the purchase price.

In case the Grantee shall have proceeded to enforce any right, power, or remedy under this Security Deed by foreclosure, entry or otherwise or in the event advertising of the intended exercise of the sale under power provided hereunder is commenced, and such proceeding or advertisement shall have been withdrawn, discontinued or abandoned for any reason, then in every such case (i) the Grantor and the Grantee shall be restored to their former positions and rights, (ii) all rights, powers and remedies of the Grantee shall continue as if no such proceeding had been taken, (iii) each and every default declared or occurring prior or subsequent to such withdrawal, discontinuance or abandonment shall be deemed to be a continuing default, and (iv) neither this Security Deed, nor the Note, nor the obligations comprising the Secured Indebtedness shall be or shall be deemed to have been reinstated or otherwise affected by such withdrawal, discontinuance or abandonment; and the Grantor hereby expressly waives the benefit of any statute or rule of law now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with this sentence.

Signature and Acknowledgment on Following Page

IN WITNESS WHEREOF, the Grantor has executed and sealed this Deed to Secure Debt, Security Agreement and Uniform Commercial Code Fixture Filing on the day and year first above written.

Signed, sealed and deliver in the presence of:

GRANTOR:

Witness:

Lauren Semano
Lauren Semano

CONCORDE EAST-WEST COBB, LLC.
a Georgia limited liability company

By: *[Signature]*
Name: Joseph C. LeBas, Jr.
Its: Manager

[Signature]
Notary Public



[NOTARIAL SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 924, 925, 926 and 927 of the 19th District, 2nd Section, Cobb County Georgia, and being more particularly described as follows,

To find the Point of Beginning, commence at the intersection of the Southerly right of way of the East West Connector Road (having a variable right of way) with the Easterly right of way of Floyd Road (having a variable right of way); thence 1,687.25 feet along the Southerly right of way of the East West connector to a point, and the Point of Beginning

Thence from said Point of Beginning and continuing along said Southerly right of way the following calls and distances South 76° 44' 03" East, 34.19 feet to a right of way monument found, thence along a curve to the left having a radius of 5819.58 feet for an arc length of 490.83 feet, being subtended by a chord of South 79° 01' 44" East, 490.69 feet to a point, thence along a curve to the left having a radius of 5819.58 feet for an arc length of 397.83 feet, being subtended by a chord of South 83° 24' 09", 397.55 feet to a point, thence leaving said Southerly right of way South 01° 09' 25" West, 264.55 feet to a 1/2" rebar found, thence North 85° 11' 14" West, 35.00 feet to a 1/2" rebar found, thence South 18° 57' 12", 532.84 feet to a point, thence North 88° 50' 35" West, 724.45 feet to a 1/2" rebar found, thence North 01° 45' 55" East, 139.07 feet to a point, thence North 01° 45' 55" East, 759.14 feet to the Point of Beginning.

Containing 695,421 square feet or 15.961 acres of land, more or less

Less and except the following described parcel of land

All that tract or parcel of land lying and being in Land Lot 925 of the 19th District 2nd Section, Cobb County, Georgia, and being more particularly described as follows

To find the Point of Beginning, commence at the intersection of the Southerly right of way of the East West Connector (having a variable right of way) with the Easterly right of way of Floyd Road (having a variable right of way), thence 1,687.25 feet along the Southerly right of way of the East West Connector to a point, and the Point of Beginning

Thence from said Point of Beginning and continuing along said Southerly right of way the following calls and distances South 76° 44' 03" East, 34.19 feet to a right of way monument found, thence along a curve to the left having a radius of 5819.58 feet for an arc length of 490.83 feet, being subtended by a chord of South 79° 01' 44" East, 490.69 feet to a point, thence leaving said Southerly right of way South 19° 14' 05" West 65.17 feet to a point, and the Point of Beginning

Thence from said Point of Beginning South 00° 00' 06" West, 41.42 feet to a point; thence North 89° 59' 54" West, 6.88 feet to a point, thence South 00° 00' 06" West, 127.66 feet to a point, thence North 89° 59' 54" West, 40.82 feet to a point, thence North 00° 00' 06" East, 15.33 feet to a point, thence North 89° 59' 54" West, 14.00 feet to a point, thence North 00° 00' 06" East 112.33 feet to a point, thence North 89° 59' 54" West, 6.88 feet to a point; thence North 00° 00' 06" East, 41.42 feet to a point, thence South 89° 59' 54" East, 68.58 feet to the Point of Beginning

Containing 9,624 square feet or 0.221 acres of land, more or less

Together with rights and benefits pursuant to the following

1 Easements with Covenants and Restrictions affecting land between Wal-Mart Real Estate Business Trust, a Delaware Business Trust, Jacoby Lindbergh Properties II, L.L.C., Austell Shops Associates, L.L.C. and Gipson/East-West, L.L.C., a Georgia limited liability company, dated January 14, 1999, filed January 19, 1999 and recorded in Deed Book 12108, page 162, aforesaid records, as amended by First Amendment to Easements with Covenants and Restrictions affecting land, dated January 31, 2000, filed February 2, 2000 and recorded in Deed Book 13239, Page 4333, aforesaid records, as further amended by First Amendment to Easements with Covenants and Restrictions affecting land, dated June 16, 2003, filed July 21, 2003 and recorded in Deed Book 13798, Page 884, aforesaid records, as further affected by Notice of Interest dated August 20, 2004, filed September 3, 2004 and recorded in Deed Book 14036, Page 6383, aforesaid records

2 Declaration of Reciprocal Easements and Covenants by Gipson/East-West, L.L.C., dated September 6, 2001, filed October 11, 2001 and recorded in Deed Book 13429, Page 4758, aforesaid records.

Also described as follows.

All that tract or parcel of land lying and being in Land Lots 924, 925, 926 and 927 of the 19th District 2nd Section of Cobb County, Georgia, and being more particularly described as follows:

To find the True Point of Beginning commence at a concrete monument found at the mitered intersection of the Easterly right-of-way line of Floyd Road (a variable right-of-way) and the Southerly right-of-way line of the East-West Connector Road (right-of-way vanes) and run thence in an Easterly direction along the Southerly right-of-way line of the East-West Connector Road, a distance of 1,667.25 feet to an iron pin found and the True Point of Beginning, from said True Point of Beginning continue along the Southerly right-of-way line of the East-West Connector Road, South 76 degrees 44 minutes 03 seconds East a distance of 34.19 feet to a concrete monument found, thence continuing along said Southerly right-of-way line along the arc of a 5,819.58 foot radius curve an arc distance of 490.83 feet, said arc being subtended by a chord lying to the North thereof and having a bearing of South 79 degrees 01 minutes 44 seconds East and a chord distance of 490.69 feet, thence continuing along said Southerly right-of-way line along the arc of a 5,819.58 foot radius curve an arc distance of 397.63 feet, said arc being subtended by a chord lying to the North thereof and having a bearing of South 83 degrees 24 minutes 09 seconds East and a chord distance of 397.55 feet, thence leaving the East-West Connector Road Southerly right-of-way, South 10 degrees 09 minutes 25 seconds West a distance of 264.55 feet to an iron pin found, thence North 85 degrees 11 minutes 14 seconds West for a distance of 35 feet to an iron pin found; thence South 18 degrees 57 minutes 12 seconds West for a distance of 532.84 feet to an iron pin found, thence North 88 degrees 50 minutes 35 seconds West for a distance of 724.45 feet to an iron pin found; thence North 01 degrees 45 minutes 55 seconds East for a distance of 898.21 feet to an iron pin found and the True Point of Beginning.

Less and except from the above described property that portion of subject property conveyed by Limited Warranty Deed from Gipson/East-West, LLC to Halle Properties, LLC, dated September 7, 2001, recorded in Deed Book 13429, page 4798, Cobb County, Georgia Records.

Said tract containing 15.740 acres and being more particularly shown on that certain ALTA ACSM Land Title Survey for Sun Life Assurance Company of Canada (U.S.), Gipson/East-West, L.L.C. & Chicago Title Insurance Company dated August 3, 2004, last revised August 19, 2004 by Terramark Land Surveying, Inc., William C. Wohlford, Jr., GRLS No 2577.

Together with Easements with Covenants and Restrictions affecting land between Wal-Mart Real Estate Business Trust, Jacob/Lindbergh Properties II, L.L.C., Austell Shops Associates, L.L.C. and Gipson/East-West, L.L.C., dated as of January 14, 1999, recorded in Deed Book 12108, page 162, Cobb County, Georgia Records, as affected by First Amendment to Easements with Covenants and Restrictions Affecting Land, dated January 31, 2000, recorded in Deed Book 13239, page 4333, aforesaid records, and as further amended by Amendment dated June 16, 2003, recorded in Deed Book 1798, page 884, aforesaid records.