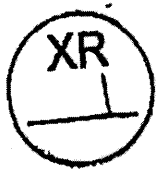


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Prepared By and Return To:

Alfred A. Colby, Atty.
Mechanik Nuccio Hearne & Wester, P.A.
305 South Boulevard
Tampa, Florida 33606

REBECCA KEATON
CLERK OF SUPERIOR COURT Cobb Cty. GA.

Phone: (813) 276-1920

**COLLATERAL ASSIGNMENT OF
NOTE, DEED TO SECURE DEBT AND LOAN DOCUMENTS**

This Assignment is made as of December 14, 2015, between Osprey Capital Fund, LLC, a Florida limited liability company, of 142 West Platt Street, Suite 118, Tampa, Florida 33606 ("Assignor"), and USAmeriBank, a Florida banking corporation, of 4790 140th Avenue North, Clearwater, Florida 33762 ("Assignee").

- A. As evidenced by the Secured Note (as hereinafter defined), Assignor is indebted to Assignee for a loan in the amount of Nineteen Million Five Hundred Thousand and No/100 Dollars (\$19,500,000.00) (the "Loan").
- B. As collateral security for the Loan and all obligations of Assignor related thereto, Assignee requires that Assignor execute this Assignment.

NOW THEREFORE, in consideration of foregoing recitals, Assignor has executed and delivered this assignment in favor of and for the benefit of Assignee, and in connection herewith, Assignor and Assignee agree as follows:

1. Assignment. Assignor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and collaterally assigns to Assignee and its successors and assigns, that certain Promissory Note dated as of October 14, 2015, executed by Concorde East-West Cobb, LLC, a Georgia limited liability ("Borrower"), in favor of Assignor in the original principal amount of \$4,350,000.00 (as the same may be amended, renewed or restated, the "Underlying Note"), together with that certain Deed to Secure Debt, Security Agreement and Uniform Commercial Code Fixture Filing dated as of October 14, 2015, executed by Borrower in favor of Assignor, recorded in Book 15287, Page 1488, of the Public Records of Cobb County, Georgia, which encumbers the real property and improvements located in Cobb County, Georgia, more particularly described on Exhibit A attached hereto (as the same may be amended, the "Underlying Mortgage"), and together with any other documents executed in favor of Assignor in connection with the loan evidenced by the Underlying Note (the Underlying Note, the Underlying Mortgage and all of the aforementioned loan documents shall collectively be referred to herein as the "Underlying Loan Documents"), and the money due and to become due thereon, with interest, with the full benefit of all powers, rights and remedies

Loan Number 401860400

expressly or impliedly contained therein and conferred thereby upon the Assignor, to have and to hold the same unto the Assignee, its successors and assigns forever.

2. Assignor's Covenants and Warranties. Assignor, for itself, its successors and assigns, covenants and warrants to Assignee, its successors and assigns, as follows:

(a) That there is now owing on the loan evidenced by the Underlying Loan Documents the principal balance of \$4,350,000.00, and that the Assignor has good right to assign the same.

(b) That the Underlying Loan Documents are *not* in default.

(c) That, except for the interest of Assignee under this Assignment, Assignor is the owner of and has good title to the Underlying Loan Documents, free from any liens, security interests, encumbrances or other right, title or interest of any person, firm or corporation, and Assignor shall defend the Underlying Loan Documents against all claims and demands of all persons at any time claiming the same or any interest therein adverse to Assignee.

(d) That the enforcement of the Underlying Loan Documents is not subject to any defense, either legal or equitable.

3. Collateral Security. This Assignment is given as collateral security for payment in full of that certain Revolving Line of Credit Promissory Note of even date executed by Assignor in favor of Assignee in the original principal amount of up to \$19,500,000.00 (the "Secured Note"), and as security for all expenses and charges, legal or otherwise, including reasonable attorney's fees paid or incurred by Assignee, in realizing upon or protecting this assignment or the indebtedness secured hereby.

4. Conversion to Deed to Secure Debt. Upon the conveyance to Assignor (or any designee of Assignor) of the real property encumbered by the Underlying Mortgage, whether by deed of foreclosure, deed under power of sale, deed in lieu or otherwise, Assignor (or such designee) shall immediately execute and record in the Public Records of Lowndes County, Georgia, a first priority Deed to Secure Debt (in a form reasonably acceptable to Assignee) in favor of Assignee against such real property to further secure Assignor's obligations under the Secured Note.

5. Right to Direct Payment under Underlying Loan Documents. If Assignor, its successors or assigns, default in the timely payment of the principal of or interest on the indebtedness secured hereby, or if any other default occurs under the terms of the Secured Note, or if a default occurs in the performance of any of the conditions or covenants contained herein, Assignee may direct any obligor under the Underlying Loan Documents to make any and all payments as may now or shall hereafter become due to Assignor and collect the payments on the Underlying Loan Documents as they become due and otherwise enforce the rights of Assignor under the Underlying Loan Documents. Any and all payments received by Assignee from any

obligor under the Underlying Loan Documents shall be applied to reduce the indebtedness of the Assignor to Assignee, and any surplus remaining shall be paid to Assignor.

6. Remedies upon Default. If Assignor, its successor or assigns, default in the timely payment of the principal of or interest on the indebtedness secured hereby, or if any other default occurs under the terms of the Secured Note, or if a default occurs in the performance of any of the conditions or covenants contained herein, then, following all applicable notice and cure periods, Assignee, its successors and assigns, may elect without notice that the principal sum hereby secured, with the interest then accrued thereon, together with all other amounts secured hereby, shall be due and payable at once, and all rights under this Assignment shall become absolute. In addition to all other remedies to which it is entitled under law, upon such default, this Assignment shall be absolute, and Assignee may further assign the Underlying Loan Documents, and, out of the monies arising from such further assignment, retain the principal sum hereby secured and the interest thereon, with the costs and expenses of such sale, including reasonable attorney's fees, including attorney's fees incurred on appeal or in bankruptcy proceedings (including proceedings seeking relief from the automatic stay or concerning cash collateral), and to pay over the surplus, if any, to Assignor, its successors or assigns; and in that event Assignee, its successor or assigns, may become the purchaser at such sale, and no other purchaser shall be answerable for the application of the purchase monies. Assignor and Assignee agree that ten (10) days written notice to Assignor of any public or private sale shall be deemed reasonable notice, and such sale shall be at such locations as Assignor shall designate in such notice. Sales for cash, credit or other property in any public or private sale are hereby agreed to be commercially reasonable. Assignee shall have the right to bid and acquire the Underlying Loan Documents in any such sale.

7. Possession of Original Underlying Note. Concurrently with the execution of this Assignment, Assignor has delivered to Assignee the original Underlying Note, the Underlying Note having been properly endorsed to Assignee. Assignor shall be entitled to a return of the original Underlying Note only upon the payment in full of all indebtedness secured hereby or upon the release by Assignee of this Assignment.

8. Foreclosure of Underlying Mortgage. In the event of any default in the performance or observance of the conditions or covenants of the Underlying Loan Documents after any default in the performance or observance of the conditions and covenants hereof, Assignee, its successors or assigns, may take any remedy, by foreclosure, by power of sale, or otherwise, provided in the Underlying Loan Documents for the recovery of the debt and interest thereby secured, or to enforce the security interests provided thereunder, but it shall not be required to do so.

9. Exercise of Remedies. Lender may exercise any of its rights or remedies hereunder serially, wholly, partially, or collectively, and the exercise of any one right does not preclude the exercise of any other right.

10. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.

11. JURY TRIAL WAIVER. ASSIGNOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT ASSIGNOR MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ASSIGNOR OR ASSIGNEE. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE ACCEPTING THIS ASSIGNMENT.

[SIGNATURE ON FOLLOWING PAGE]

[Signature Page to Collateral Assignment of Note, Deed to Secure Debt and Loan Documents]

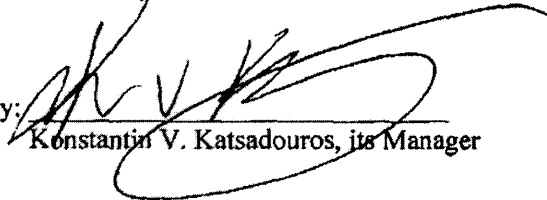
Assignor has executed this Assignment as of the date first written above.

Osprey Capital Fund, LLC

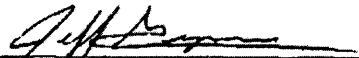
By: Osprey Capital Manager, LLC,
its Manager

By: Osprey CRE Funding, LLC,
its Manager

By: CRE Capital, LLC, its Manager

By: 
Konstantin V. Katsadourous, its Manager

Signed, sealed and delivered
in the presence of:


Unofficial Witness Jeff Gibson


Notary Public Brianne Lee

My Commission expires: June 4, 2019

[NOTARY 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 397.63 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 varies) and run thence in an Easterly direction along the Southerly right-of-way line of the East-West Connector Road, a distance of 1,687.25 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 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 of 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.