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 Georgia Intangible Tax Paid \$0.00

Rebecca Keaton

Rebecca Keaton
 Clerk of Superior Court Cobb Cty. Ga.

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

RECORD AND RETURN TO:

Calloway Title and Escrow, LLC
 Attn: S. Marcus Calloway, Esq.
 4170 Ashford Dunwoody Road, Suite 525
 Atlanta, Georgia 30319 2-31606

NOTE TO TAX COMMISSIONER AND CLERK OF SUPERIOR COURT: THE DEED TO SECURE DEBT, SECURITY AGREEMENT AND UNIFORM COMMERCIAL CODE FIXTURE FILING MODIFIED BY THIS INSTRUMENT 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 MODIFICATION,
 FUTURE ADVANCE AND EXTENSION AGREEMENT**

THIS DEED TO SECURE DEBT MODIFICATION, FUTURE ADVANCE AND EXTENSION AGREEMENT (the "Agreement") is made effective as of the 30 day of November, 2016 (the "Effective Date"), 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 315 S. Plant Avenue, Tampa, FL 33606 (hereinafter called the "Grantee") (which term is used in every instance shall include the Grantee's successors and assigns), as party of the second part;

RECITALS OF FACT:

(A) At all times material hereto, Grantor was and remains the owner in fee simple of that certain real property situate, lying and being in Cobb County, Georgia, which is described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

(B) On or about October 14, 2015, the Grantor executed a Promissory Note (the "Original Note") in favor of Grantee to evidence a principal indebtedness of FOUR MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$4,350,000.00) (hereinafter called the "Loan").

(C) Simultaneously with the execution of the Original Note, Grantor executed a Deed to Secure Debt, Security Agreement and Uniform Commercial Code Fixture Filing (the "Security Deed") encumbering the Property and securing the Original Note, which Security Deed was recorded in Deed Book 15287, Page 1488 in the Public Records of Cobb County, Georgia.

(D) Contemporaneously herewith, Grantor has executed a Future Advance Note in favor of Grantee in the principal amount of SEVEN HUNDRED FIFTY THOUSAND AND 00/10 DOLLARS (\$750,000.00) (the "Future Advance Note") representing a future advance (the "Future Advance") under the terms of the Security Deed.

(E) The parties hereto have agreed to the modification of certain terms and provisions of the Original Note and Future Advance Note and to the consolidation of the Original Note and the Future Advance Note (the "Consolidated Note") and the modification of the Security Deed consistent with such changes, upon the terms and conditions set forth herein.

(F) On or about October 14, 2015, the Grantor and Grantee executed the following documents which related to the Loan: (1) the Uniform Commercial Code Financing Statements recorded in Deed Book 15287, Page 1521 and UCC Book 34, Page 464 of the Public Records of Cobb County, Georgia (collectively, the "County Financing Statement"); (2) the Uniform Commercial Code Financing Statement recorded with the Florida Secured Transaction Registry as Instrument No. 201505367040 (the "Florida Financing Statement") (where the County Financing Statement and the Florida Financing Statement are collectively referred to herein as the "Financing Statements"); (3) the Environmental Indemnification Agreement (the "Environmental Indemnity") and (4) various other loan documents executed in connection therewith (the "Other Loan Documents") (with the Original Note, the Security Deed, the Financing Statements, the Environmental Indemnity, the Other Loan Documents all being collectively referred to herein as the "Loan Documents").

NOW THEREFORE, in consideration of the premises, and for other good and valuable consideration in hand paid to each of the parties hereto by the other, the receipt and adequacy of which is hereby acknowledged by each of them, the parties do hereby covenant and agree as follows:

1. **Recitals.** The parties acknowledge and agree that the statements contained in the recitals of fact stated above (the "Recitals") are true and correct, and the Recitals, by this reference, are made a part of this Agreement.

2. **Outstanding Indebtedness.** As of the date of this Agreement, the unpaid principal balance of the Original Note is FOUR MILLION THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$4,350,000.00). As of the date of this Agreement, the unpaid principal balance of the Future Advance Note is SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00).

3. **Warranty of Title and Lien Priority.** Grantor hereby covenants and warrants to Grantee as follows:

(a) That Grantor is the fee simple owner of the Property and the Security Deed represents a first security deed and mortgage as to the Property (collectively, the "Collateral"); and

(b) That the Security Deed constitutes the only lien which encumbers the Property.

4. **Future Advances.** In accordance with Section 5.1 of the Security Deed, this Agreement shall constitute notice of the granting of the aforementioned Future Advance as evidenced by the Future

Advance Note in the original principal amount of SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00) and the securing of the same by the Security Deed.

5. **Modification.** The terms of the Original Note, the Future Advance Note and the Security Deed are hereby modified and supplemented, effective as of the date of this Agreement (the "Effective Date"), as follows:

(a) **Terms.** Simultaneously with the execution of this Agreement, Grantor has executed and delivered Grantee the Consolidated Note, the terms of which are incorporated herein by reference, which Consolidated Note has been executed to evidence the principal amount of the Original Note and the Future Advance Note, the interest rate, the terms of repayment and various other terms and conditions of the obligations described herein, all of which is hereby incorporated herein by reference. The Security Deed is hereby deemed modified as of the Effective Date of this Agreement so as to conform to the terms and conditions of the Consolidated Note.

(b) **Maturity Date.** The maturity date of the Consolidated Note shall be April 14, 2017 (or October 14, 2017, if extended in accordance with the terms of the Consolidated Note) (the "Maturity Date"). Unless sooner required to be paid by the Consolidated Note or Security Deed, as modified by this Agreement, all indebtedness evidenced by the Consolidated Note, including without limitation all unpaid principal and interest accrued thereon, shall be due and payable and shall be paid on or before the Maturity Date.

(c) **Ratification.** Nothing contained in this Agreement invalidates or shall invalidate any security now held by Grantee for payment of the Original Note, Future Advance Note or the Consolidated Note or impair or release any covenant, condition, agreement or stipulation in the Original Note, the Future Advance Note, the Consolidated Note or the Security Deed, except as specifically modified by this Agreement, and such documents, as modified herein, shall continue in full force and effect. Further, Grantor covenants and agrees to perform, comply with and abide by each and every covenant, condition, agreement and stipulation of this Agreement as well as covenants, conditions, agreement and stipulations of the Consolidated Note and Security Deed that are not inconsistent with the terms and provisions of this Agreement. The Original Note and Future Advance Note, as consolidated by the Consolidated Note, as renewed and modified hereby, and the Security Deed, as modified hereby, shall remain unaffected, unchanged and unimpaired, and Grantor shall remain liable to Grantee on the Consolidated Note, as renewed and modified hereby, and the Security Deed in every particular as set forth therein, except as provided in this Agreement. Any default by Grantor pursuant to the terms of this Agreement shall constitute a default under the Consolidated Note and the Security Deed as modified and consolidated by this Agreement.

6. **Consolidation of Notes and Security Deed.** The Original Note and Future Advance Note executed contemporaneously herewith are hereby deemed consolidated in the Consolidated Note and shall hereafter be treated as evidencing a single obligation owed to Grantee and secured by the Security Deed as consolidated by this Agreement. Any reference to the indebtedness secured by the Original Note or Future Advance Note shall thereafter refer to the consolidated indebtedness described herein and shall hereafter be referred to as the "Consolidated Note".

7. **No Novation; No Impairment of Lien.** It is the intent of the parties hereto that the transaction contemplated hereby shall not be a novation of the Loan previously made by Grantee to Grantor and will not affect the lien priority of the Security Deed and the other Loan Documents. The Property shall in all respects be subject to the lien, charge and encumbrance of the Security Deed and nothing contained herein or done shall constitute a novation or in any way adversely affect, disturb, or impair the lien, validity, charge or encumbrance of the Note and Security Deed, or the priority thereof, over other liens, charges, encumbrances or conveyances, and the Security Deed remains a valid first lien encumbering the Property.

8. **Consent and Waiver.** Grantor hereby consents to the foregoing and agrees that the execution of this Agreement shall in no manner whatsoever impair or otherwise adversely affect Grantor's liability to the Grantee under the Consolidated Note, or any other instrument set forth in the Recitals or herein, all as modified by this Agreement.

9. **Waiver of Defenses.** The Grantor does hereby waive any claim or defense with respect to the Consolidated Note or any other instrument executed in connection with this Agreement or any instrument referred to or described in this Agreement as modified by this Agreement. Grantor further agrees not to raise any such claim or defense, if any, in any civil proceeding or otherwise.

10. **Further Warranties.** Grantor warrants the following:

(a) Grantor is in compliance with all of the terms and provisions of the Consolidated Note and Loan Documents on its part to be observed or performed, and Grantor is not in default under any of the terms and provisions of the Consolidated Note and Loan Documents.

(b) The execution of this Agreement and the consummation of the transactions described herein will not constitute a default under any agreement to which Grantor is a party.

11. **Costs.** Grantor shall pay all costs and expenses in connection with the execution of this Agreement, including, without limitation, recording fees, any documentary, intangible or other taxes, and Grantee's reasonable counsel fees, and Grantor hereby agrees to indemnify, defend and hold harmless Grantee at all times hereafter from and against any and all liability with respect to such costs and expenses. The obligations set forth in this paragraph shall survive the execution of this Agreement and the repayment of the Consolidated Note.

12. **Indemnity.** In consideration of the modification of the Security Deed and the granting of the Future Advance to Grantor, the Grantor hereby agrees, unconditionally, absolutely and irrevocably, to indemnify, defend and hold harmless Grantee, its affiliates, successors, assigns and the officers, directors, employees and agents of Grantee, against and in respect of any claim made against Grantee as it may relate to the Consolidated Note and the Security Deed.

13. **Attorneys' Fees.** In the event that Grantee resorts to litigation to enforce any provision of this Agreement, all costs of such litigation, including reasonable attorneys' fees through all trials, appeals and proceedings, including, without limitation, any proceedings pursuant to the bankruptcy laws of the United States, shall be the obligation of Grantor.

14. **Release.** The parties hereto, except the Grantee, hereby, for themselves and their legal representatives, successors, predecessors and assigns, and their officers, directors, stockholders, agents, servants, employees, release, acquit and forever discharge Grantee and its officers, directors, stockholders, agents, servants, employees, legal representatives, successors, heirs and assigns of and from any and all claims, demands, debts, actions and causes of action, which they have now or may hereafter have against Grantee and its officers, directors, stockholders, agents, servants, employees, legal representatives, successors, heirs and assigns, by reason of any act, matter, contract, agreement or thing whatsoever up to the date hereof.

15. **State Document and Intangible Tax.** The Grantor shall be liable for the full amount of any documentary stamp tax and intangible tax, if any, together with any interest or penalties levied by the State of Georgia incident to this Agreement.

16. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17. **Georgia Contract.** This Agreement shall be deemed a Georgia contract and shall be construed in accordance with the laws of the State of Georgia.

18. **Binding Effect.** This Agreement shall bind the successors and assigns to the parties hereto; it constitutes the entire understanding of the parties, and it may not be modified except in writing. Time is of the essence of this Agreement.

19. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original.

20. **Waiver of Jury Trial.** GRANTOR AND GRANTEE, FREELY, VOLUNTARILY, AND FOR GOOD AND VALUABLE CONSIDERATION, HEREBY WAIVE TRIAL BY JURY IN CONNECTION WITH ANY LEGAL PROCEEDINGS ARISING PURSUANT TO THE LOAN DOCUMENTS OR THIS AGREEMENT.

Signatures and Acknowledgments on Following Pages

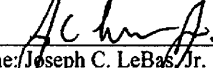
IN WITNESS WHEREOF, Grantor has executed and sealed this Deed to Secure Debt Modification, Future Advance and Extension Agreement on the Effective Date first above written.

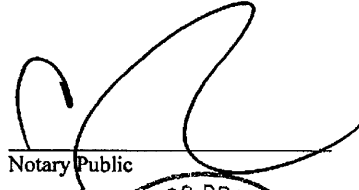
Signed, sealed and deliver in:
the presence of:

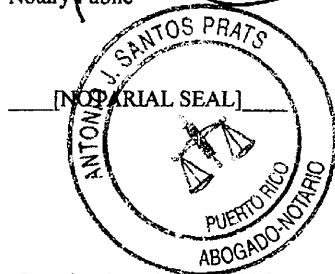
Witness: 

GRANTOR:

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

By: 
Name: Joseph C. LeBas Jr.
Its: Manager

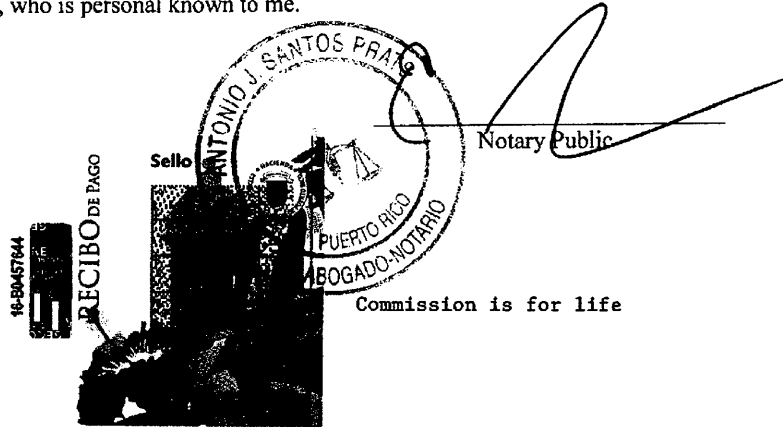

Notary Public



Commission is for life

Affidavit number: 2,481

Acknowledged and subscribed before me in San Juan, Puerto Rico, on this 1st day of December, 2016 by the following person who is personally known to me: Joseph C. LeBas, Jr., of legal age, married, executive and resident of Palm Beach, Florida, in his capacity as manager of Concorde East-West Cobb, LLC, who is personal known to me.



IN WITNESS WHEREOF, Grantee has executed and sealed this Deed to Secure Debt Modification, Future Advance and Extension Agreement on the Effective Date first above written.

Signed, sealed and deliver in:
the presence of:

Witness: 
Jautzen Moore

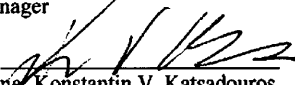
GRANTEE:

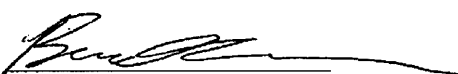
OSPREY CAPITAL FUND, LLC,
a Florida limited liability company

By: **OSPREY CAPITAL MANAGER, LLC,**
a Florida limited liability company
Its: **Manager**

By: **OSPREY CRE FUNDING, LLC,**
a Florida limited liability company
Its: **Manager**

By: **CRE CAPITAL, LLC,**
a Florida limited liability company
Its: **Manager**

By: 
Name: **Konstantin V. Katsadourous**
Its: **Manager**


Notary Public

[NOTARIAL SEAL]



EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

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 ½" rebar found; thence North 85° 11' 14" West, 35.00 feet to a ½" rebar found; thence South 18° 57' 12", 532.84 feet to a point; thence North 88° 50' 35" West, 724.45 feet to a ½" 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 684, 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 78 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.

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 18, 2003, recorded in Deed Book 1798, page 884, aforesaid records.