FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application Date / Number
Nov 7, 2013 / 130819

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 2405.0000** , issued the **1st** day of **June**, **2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number:** 04-0857-889

Certificate Holder:
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES
8902 NORTH DALE MABRY HWY
SUITE 200
TAMPA, FLORIDA 33614

Property Owner:
W STREET HOLDINGS LLC
6400 NORTH W ST
PENSACOLA , FLORIDA 32505-1711

Legal Description: 38-1S3-030
PARCEL 14 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W ALG W LI OF LT 283 FT N 54 DEG 5 MIN E 1667 37/100 FT TO SWLY R/W LI OF SR #95 (PENSACOLA BLVD 200 ...
See attachment for full legal description.

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2011	2405.0000	06/01/11	$1,136.64	$0.00	$220.22	$1,356.86

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	1961.0000	06/01/13	$1,127.26	$6.25	$56.36	$1,189.87
2012	2159.0000	06/01/12	$1,131.74	$6.25	$123.08	$1,261.07

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)	$3,807.80
2. Total of Delinquent Taxes Paid by Tax Deed Application	$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant (2013)	$962.34
4. Ownership and Encumbrance Report Fee	$150.00
5. Tax Deed Application Fee	$75.00
6. Total Certified by Tax Collector to Clerk of Court	$4,995.14
7. Clerk of Court Statutory Fee	
8. Clerk of Court Certified Mail Charge	
9. Clerk of Court Advertising Charge	
10. Sheriff's Fee	
11. _____	
12. Total of Lines 6 thru 11	$4,995.14
13. Interest Computed by Clerk of Court Per Florida Statutes.....(%)	
14. One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.	
15. Statutory (Opening) Bid; Total of Lines 12 thru 14	
16. Redemption Fee	$6.25
17. Total Amount to Redeem	

*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale: 4th August 2014

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE
11/7/2013

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-0857-889

December 02, 2013
Tax Year: 2010
Certificate Number: 2405.0000

PARCEL 14 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W ALG W LI OF LT 283 FT N 54 DEG 5 MIN E 1667 37/100 FT TO SWLY R/W LI OF SR #95 (PENSACOLA BLVD 200 FT R/W) N 38 DEG 53 MIN 0 SEC W ALG R/W LI 1756 49/100 FT N 88 DEG 54 MIN 0 SEC W 595 93/100 FT FOR POB CONT 100 FT S 1 DEG 6 MIN 0 SEC W 250 FT S 88 DEG 54 MIN 0 SEC E 100 FT N 1 DEG 6 MIN 0 SEC E 250 FT TO POB OR 5790 P 1912

DR-512
R.05/88

Application Number: 130819

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I, **RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES**
8902 NORTH DALE MABRY HWY
SUITE 200
TAMPA, Florida, 33614
holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
2405.0000	04-0857-889	06/01/2011	38-1S3-030 PARCEL 14 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W ALG W LI OF LT 283 FT N 54 DEG 5 MIN E 1667 37/100 FT TO SWLY R/W LI OF SR #95 (PENSACOLA BLVD 200 FT R/W) N 38 DEG 53 MIN 0 SEC W ALG R/W LI 1756 49/100 FT N 88 DEG 54 MIN 0 SEC W 595 93/100 FT FOR POB CONT 100 FT S 1 DEG 6 MIN 0 SEC W 250 FT S 88 DEG 54 MIN 0 SEC E 100 FT N 1 DEG 6 MIN 0 SEC E 250 FT TO POB OR 5790 P 1912

2013 TAX ROLL
W STREET HOLDINGS LLC
6400 NORTH W ST
PENSACOLA , Florida 32505-1711

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

GULFLIFT (Matt Sheehan) — 11/07/2013
Applicant's Signature — Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11111 May 2, 2014

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 05-01-1994, through 05-01-2014, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

   W Street Holdings LLC

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or $1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: May 2, 2014

OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION

File No.: 11111

May 2, 2014

381S303001014022 - Full Legal Description

PARCEL 14 BEG AT SW COR OF LT 3 N 19 DEG 22 MIN W ALG W LI OF LT 283 FT N 54 DEG 5 MIN E 1667 37/100 FT TO SWLY R/W LI OF SR #95 (PENSACOLA BLVD 200 FT R/W) N 38 DEG 53 MIN 0 SEC W ALG R/W LI 1756 49/100 FT N 88 DEG 54 MIN 0 SEC W 595 93/100 FT FOR POB CONT 100 FT S 1 DEG 6 MIN 0 SEC W 250 FT S 88 DEG 54 MIN 0 SEC E 100 FT N 1 DEG 6 MIN 0 SEC E 250 FT TO POB OR 5790 P 1912

OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE

File No.: 11111 May 2, 2014

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Mortgage and Spreader Agreement executed by W Street Holdings LLC in favor of Bank of Pensacola dated 01/19/2007 and recorded 02/01/2007 in Official Records Book 6079, page 983 of the public records of Escambia County, Florida, in the original amount of $1,200,000.00. Assignment to Beach Community Bank recorded in O.R. Book 6490, page 1202. Subject to Modifications of record.

2. Taxes for the year 2010-2013 delinquent. The assessed value is $64,980.00. Tax ID 04-0857-889.

PLEASE NOTE THE FOLLOWING:

A. Subject to current year taxes.
B. Taxes and assessments due now or in subsequent years.
C. Subject to Easements, Restrictions and Covenants of record.
D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsgt@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 8-4-2014

TAX ACCOUNT NO.: 04-0857-889

CERTIFICATE NO.: 2011-2405

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
___	X	Notify Escambia County, 190 Governmental Center, 32502
___	X	Homestead for _____ tax year.

W Street Holdings, LLC
6400 North W St.
Pensacola, FL 32505

Beach Community Bank
33 W. Garden St.
Pensacola, FL 32502
and
P.O. Box 4400
Ft. Walton Beach, FL 32549

Certified and delivered to Escambia County Tax Collector, this 9th day of May, 2014.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Recorded in Public Records 12/06/2005 at 12:04 PM OR Book 5790 Page 1912, Instrument #2005452000, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $5512.50

Prepared by and return to:
Faith M. Hoffman
Closing Manager
Coastal Floridian Title & Escrow
125 S. Alcaniz St Ste 2
Pensacola, FL 32502
850-439-1500
File Number: **CFT-05-052**
Will Call No.:

Parcel Identification No.

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **18th** day of **November, 2005** between **I-65 Realty Partners, LLC, a Nevada Limited Liability Company** whose post office address is **6429 Cornwall Cir., Indianapolis, IN 46256** of the County of **Marion**, State of **Indiana**, grantor*, and **W Street Holdings, LLC, a Florida Corporation** whose post office address is **672 Brent Lane, Pensacola, FL 32503** of the County of **Escambia**, State of **Florida**, grantee*,

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida**, to-wit:

See Attached Exhibit A

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Witness Sign
DAVID DAY
Witness Print Name

Witness Sign
Sandra A. Koczan
Witness Print Name

James B. Altman, Managing Member of
I-65 Realty Partners L.L.C.

(Corporate Seal)

State of INDIANA
County of Marion

The foregoing instrument was acknowledged before me this 20th day of November, 2005 by James B. Altman as Managing Member of I-65 Realty Partners, L.L.C. He [ ] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

SANDRA A. KOCZAN
Notary Public, State of Indiana
My Commission Expires March 13, 2010

DoubleTime®

EXHIBIT A

Parcel 13:

Beginning at Southwest corner of Lot 3, North 19 degrees 22 minutes West along West line 283 feet, North 54 degrees 05 minutes East 1667.37 feet to Southwesterly R/W line of State Road #95 (Pensacola Boulevard 200 ft R/W), North 38 degrees 53 minutes 00 seconds West along Southwesterly R/W line 1756.49 feet, North 88degrees 54 minutes 00 seconds West 695.93 feet for Point of Beginning, continue 155.23 feet to West line of Section, South 13 degrees 05 minutes 38 seconds East along West line 257.87 feet, South 88 degrees 54 minutes 00 seconds East 92 feet, North 01 degrees 06 minutes 00 seconds East 250 feet to Point of Beginning.

AND

Parcel 14:

Beginning at Southwest corner of Lot 3, North 19 degrees 22 minutes West along West line 283 feet, North 54 degrees 05 minutes East 1667.37 feet to Southwesterly R/W line of State Road #95 (Pensacola Boulevard 200 ft R/W), North 38 degrees 53 minutes 00 seconds West along Southwesterly R/W line 1756.49 feet, North 88degrees 54 minutes 00 seconds West 595.93 feet for Point of Beginning, continue 100 feet, South 01 degrees 06 minutes 00 seconds West 250 feet, South 88 degrees 54 minutes 00 seconds East 100 feet, North 01 degree 06 minutes 00 seconds East 250 feet to the Point of Beginning.

RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE
ESCAMBIA COUNTY, FLORIDA

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 6400 North W. St

LEGAL ADDRESS OF: 6400 North W. St, Pensacola, FL
32505,

The County ( ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Coastal Floridian Title & Escrow
125 South Alcaniz Street, Suite 2
Pensacola, FL 32502

AS TO SELLER(S):

James B. Altman as Manager
of I-65 RealtyPartners, LLC

James B. Altman

WITNESSES TO SELLER(S):

Katie B. Elliott
Print Name: Katie B. Elliott

Print Name: DAVID DAY

AS TO BUYER(S):

Robert W. Kimball

WITNESSES TO BUYER(S):

Faith M. Hoffman
Print Name: Faith M Hoffman

Katie B. Elliott
Print Name: Katie B. Elliott

Recorded in Public Records 02/01/2007 at 01:04 PM OR Book 6079 Page 983, Instrument #2007010274, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $78.00 MTG Stamps $3173.45 Int. Tax $1813.31

61.00
1813.40
3173.45

THIS INSTRUMENT PREPARED BY:
WILLIAM E. FARRINGTON, II
Wilson, Harrell, Farrington & Ford, P.A.
307 South Palafox Street
Pensacola, Florida 32502
(850) 438-1111
445-41264A

NOTE, MORTGAGE AND ASSIGNMENT OF LEASES, RENTS AND PROFITS MODIFICATION AND SPREADER AGREEMENT

THIS NOTE, MORTGAGE AND ASSIGNMENT OF LEASES, RENTS AND PROFITS MODIFICATION AND SPREADER AGREEMENT (the "Agreement") is entered into this 19th of January, 2007, between **BANK OF PENSACOLA, a Florida Banking Corporation,** (the "Lender") and **W STREET HOLDINGS, LLC, a Florida Limited Liability Company,** (collectively the "Borrower"), and is made in reference to the following facts:

RECITALS

A. On or about August 8, 2006, the Borrower executed a Promissory Note ("the Note") in favor of Lender to evidence a principal indebtedness in the amount of One Million Two Hundred Thousand and 00/100 Dollars ($1,200,000.00). The Note was secured by that certain mortgage in favor of Lender recorded in Official Records Book 5970, Page 625 of the Public Records of Escambia County, Florida, and that certain Assignment of Leases, Rents and Profits in favor of Lender recorded in Official Records Book 5970, Page 648 of the Public Records of Escambia County, Florida, all encumbering the following described property lying in Escambia County, Florida:

SEE ATTACHED EXHIBIT "A"

(the "original property").

B. Collectively the Note, Mortgage and Assignment of Leases, Rents and Profits dated August 8, 2006, shall be referred to as "Note", "Mortgage" and/or "Assignment of Leases, Rents and Profits".

C. The Borrower has requested the Lender to modify certain terms of the Note, Mortgage and Assignment of Leases, Rents and Profits, by advancing additional amounts to Borrower in accordance with the terms of that Renewal Note of even date herewith and spreading the lien of said Mortgage and Assignment of Leases, Rents and Profits, to additional parcels of real property owned by the Borrower as described herein, and the Lender is agreeable to such modifications subject to the following terms and conditions.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree to be legally bound as follows:

1. **Recitals:** The parties acknowledge that the statements contained in the Recitals are true and correct, and the Recitals by this reference are made a part of this Agreement.

2. **Outstanding Original Indebtedness:** The unpaid balance of the original Note dated August 8, 2006, as of the date of this Agreement is One Million One Hundred Ninety-Three Thousand Three Hundred Forty-Five and 28/100 Dollars ($1,193,345.28).

3. **Note Modification:** The terms of the Note is hereby modified, supplemented and amended in accordance with the terms contained in that certain Renewal Note of even date herewith in the principal amount of Two Million One Hundred Thousand and 00/100 Dollars ($2,100,000.00) executed by Borrower, the terms of which are incorporated herein by reference.

4. **Mortgage Modification:** The terms of the Mortgage are hereby modified, supplemented and amended as follows:

A) Secured Indebtedness. This conveyance is intended to be and is a real property mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning payment of the following (the "Secured Indebtedness"):

The existing indebtedness represented by that certain Renewal Note (the "Renewal Note") of date even herewith in the sum of Two Million One Hundred Thousand and 00/100 Dollars ($2,100,000.00) made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Renewal Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B) Maturity Date. The maturity date of the secured indebtedness is February 1, 2012.

C) Future Advances. This Mortgage is given to secure not only the existing indebtedness of Borrower to Lender evidenced by the Renewal Note secured hereby, but also such future advances provided that the total of all amounts secured hereby shall not exceed at any one time the sum of Three Million and 00/100 Dollars ($3,000,000.00), as such future advances are made encumbered by this Mortgage, with interest on such disbursements, which date. The total amount of indebtedness secured hereby may increase or decrease from time to time. The provisions of this paragraph shall not be construed to imply any obligation on Lender to make any future advances, it being the intention of the parties that any future advances shall be solely at the discretion and option of the Lender. Any reference to "Note" or "Renewal Note" in this Mortgage shall be construed to reference any future advances made pursuant to this paragraph.

D) The lien of said Mortgage recorded in Official Records Book 5970 at Page 625 of the Public Records of Escambia County, Florida, is hereby spread to the additional real property owned by Borrower and described as:

SEE ATTACHED EXHIBIT "B"

Upon the spreading of the lien in said Mortgage recorded in Official Records Book 5970 at Page 625 of the Public Records of Escambia County, Florida, the real property that is subject to the lien of said Mortgage is as follows:

SEE ATTACHED EXHIBIT "C"

5. **Assignment of Leases, Rents and Profits Modification:** The terms of the Assignment of Leases, Rents and Profits is hereby modified, supplemented and amended as follows:

A. The term of this Assignment shall be until the certain note and mortgage (and any extension, renewal or modification thereof) of even date herewith, made, executed and delivered by Assignor to Assignee, covering the Property for the sum of $2,100,000.00 (the "Loan") shall have been paid and satisfied fully, or until the expiration of the period of redemption, if any, at which time this Assignment is to be fully satisfied, cancelled and released, and the releasing of the Mortgage shall constitute a release of this Assignment.

B. The Assignment to Lender of all of Borrower's right, title and interest in and to the rents, issues, profits, royalties, rights and benefits (collectively the "Rents") as recorded in Official Records Book 5970, Page 648 of the Public Records of Escambia County, Florida, is hereby spread to the additional real property owned by Borrower and described as:

SEE ATTACHED EXHIBIT "B"

Upon the spreading of the lien of said Assignment of Liens, Rents and Profits recorded in Official Records Book 5970 Page 648 of the Public Records of Escambia County, Florida, the real property that is subject to the Assignment of Rents is as follows:

SEE ATTACHED EXHIBIT "C"

6. **Assumption:** The Borrower hereby covenants, warrants and agrees to assume and undertake the full and faithful performance of each and every obligation, term and condition set forth in the Note, Mortgage and Assignment of Leases, Rents and Profits as modified hereby.

7. **Mortgage:** Borrower hereby covenants and agrees that the Mortgage and Assignment of Leases, Rents and Profits shall continue to secure the Renewal Note as modified by this Agreement. In the event of any default in payment of principal or interest under the Renewal Note or in the event of any other default as set forth in the Mortgage and/or Assignment of Leases, Rents and Profits as modified herein, the Lender shall have the same rights to proceed against the property encumbered by the Mortgage and the Assignment of Leases, Rents and Profits, as modified herein, as if the Mortgage and Assignment of Leases, Rents and Profits had initially secured the Note as modified.

8. **Consent and Waiver:** Borrower hereby consents to the foregoing and

agrees that the execution of this Agreement shall in no manner or way whatsoever impair or otherwise adversely affect Borrower's liability to the Lender under the Renewal Note or the Mortgage and/or Assignment of Leases, Rents and Profits, as modified herein.

9. **Waiver of Defenses:** The parties hereto, except the Lender, hereby waive any claim or defense that they now or might hereafter have with respect to the Renewal Note or with respect to the Mortgage and/or the Assignment of Leases, Rents and Profits as modified or by virtue of any other instrument set forth in the Recitals or hereunder, and further agree not to raise any such claim or defense, if any, in any civil proceedings or otherwise.

10. **Release:** The parties hereto, except the Lender, hereby, for themselves and their legal representatives, successors, predecessors and assigns, and their officers, directors, stockholders, agents, servants, employees, legal representatives and assigns, release, acquit and forever discharge the Lender 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 now have or might hereafter have against the Lender 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.

11. **Default:** Any default under the terms and conditions of this Agreement or of any instrument set forth herein or contemplated hereby shall be and is a default under every other instrument set forth herein or contemplated hereby.

12. **Other Provisions:** Except as set forth in this Agreement, all other terms, conditions and obligations set forth in the Renewal Note and the Mortgage and the Assignment of Leases, Rents and Profits, shall remain in full force and effect and shall be fully complied with by Borrower.

13. **Valid Existing Obligation:** This Agreement modifies certain terms and conditions of a valid, existing obligation evidenced by the Note and Mortgage and Assignment of Leases, Rents and Profits identified in Recital A and B above. The parties hereto agree that this Agreement is not intended to substitute or extinguish such valid, existing obligation, nor is this Agreement intended to effect a novation of such valid, existing obligation.

14. **Severability:** Whenever 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 of the remaining provisions of this Agreement.

15. **Florida Contract:** This Agreement shall be deemed a Florida contract and shall be construed according to the laws of the State of Florida, regardless of whether this Agreement is executed by certain of the parties hereto in other states.

16. **Binding Effects:** 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.

17. **Execution:** This Agreement shall not be effective nor shall it have any force and effect whatsoever until all of the parties hereto have duly executed this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the 19th day of January, 2007.

Signed, Sealed and Delivered in the Presence of:

Sign: _____
Print: William E. Farrington II

Sign: _____
Print: Wendy White

W STREET HOLDINGS, LLC, a Florida Limited Liability Company

By: _____
ROBERT W. KIMBALL
Its: Managing Member

Signed, Sealed and Delivered in the Presence of :

Sign: Brenda Thompson
Print: Brenda Thompson

Sign: _____
Print: Wendy White

BANK OF PENSACOLA, a Florida Banking Corporation

By: _____
Norris McMahon
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me on this 19th day of January, 2007, by ROBERT W. KIMBALL, as Managing Member of W Street Holdings, LLC, a Florida Limited Liability Company, who is personally known to me or who produced Dl license-Fl as identification.

WILLIAM E. FARRINGTON II NOTARY PUBLIC STATE OF FLORIDA My Comm. Expires Nov. 1, 2010 No. DD0501182

Sign: _____
Print: _____
NOTARY PUBLIC, STATE OF FL
My Commission Number: _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me on this 23 day of January, 2007, by Norris McMahon, as Senior Vice President of Bank of Pensacola, a Florida Banking Corporation,, who is personally known to me or who produced _____ as identification.

BRENDA GAIL THOMPSON Notary Public - State of Florida My Commission Expires Jun 25, 2008 Commission # DD 324168 Bonded By National Notary Assn.

Sign: Brenda Gail Thompson
Print: _____
NOTARY PUBLIC, STATE OF FL
My Commission Number: _____
My Commission Expires: _____

Schedule A (Continued)

Issuing Office File No.: **2172-1468679**

PARCEL A

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, NORTH 19 DEGREES 22 MINUTES WEST ALONG WEST LINE 283 FEET, NORTH 54 DEGREES 05 MINUTES EAST 1667.37 FEET TO THE SOUTHWESTERLY R/W LINE OF STATE ROAD # 95 (PENSACOLA BOULEVARD, 200 FOOT R/W) NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SOUTHWESTERLY R/W LINE 1756.49 FEET; NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST 595.93 FEET FOR POINT OF BEGINNING; CONTINUE 100 FEET, SOUTH 01 DEGREES 06 MINUTES 00 SECONDS WEST 250 FEET, SOUTH 88 DEGREES 54 MINUTES 00 SECONDS EAST 100 FEET, NORTH 01 DEGREES 06 MINUTES 00 SECONDS EAST 250 FEET TO THE POINT OF BEGINNING.

PARCEL B:

BEGINNING AT SOUTHWEST CORNER OF LOT 3, NORTH 19 DEGREES 22 MINUTES WEST ALONG WEST LINE 283 FEET, NORTH 54 DEGREES 05 MINUTES EAST 1667.37 FEET TO SOUTHWESTERLY R/W LINE OF STATE ROAD # 95 (PENSACOLA BOULEVARD 200 FOOT R/W), NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SOUTHWESTERLY R/W LINE 1756.49 FEET, NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST 695.93 FEET FOR POINT OF BEGINNING, CONTINUE 155.23 FEET TO WEST LINE OF SECTION SOUTH 13 DEGREES 05 MINUTES 38 SECONDS EAST ALONG WEST LINE 257.87 FEET, SOUTH 88 DEGREES 54 MINUTES 00 SECONDS EAST 92 FEET, NORTH 01 DEGREE 06 MINUTES 00 SECONDS EAST 250 FEET TO POINT OF BEGINNING.

PARCEL C:

THAT PORTION OF GOVERNMENT LOT 3, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 19 DEGREES 22 MINUTES WEST ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 283.00 FEET; THENCE NORTH 54 DEGREES 05 MINUTES EAST FOR A DISTANCE OF 1667.37 FEET TO THE SOUTHWESTERLY R/W LINE OF STATE ROAD # 95 (PENSACOLA BOULEVARD, 200 FOOT R/W); THENCE NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID SOUTHWESTERLY R/W LINE FOR A DISTANCE OF 1756.49; THENCE NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 851.16 FEET TO THE WEST LINE OF SAID SECTION 38, THENCE SOUTH 13 DEGREES 05 MINUTES 38 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION FOR A DISTANCE OF 257.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 54 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 206.30 FEET; THENCE SOUTH 13 DEGREES 05 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 428.00 FEET; THENCE SOUTH 76 DEGREES 51 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO THE EASTERLY R/W LINE OF "W" STREET AND THE WEST LINE OF SAID SECTION; THENCE NORTH 13 DEGREES 05 MINUTES 38 SECONDS WEST ALONG SAID EASTERLY R/W AND ALONG THE WEST LINE OF SAID SECTION FOR A DISTANCE OF 89.85 FEET; THENCE NORTH 72 DEGREES 44 MINUTES 18 SECONDS EAST ALONG THE R/W OF SAID "W" STREET FOR A DISTANCE OF 4.37 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 42 SECONDS WEST ALONG THE R/W OF SAID "W" STREET FOR A DISTANCE OF 10.13 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 3.61 FFEET TO THE WEST LINE OF SAID SECTION; THENCE NORTH 13 DEGREES 05 MINUTES 38 SECONDS WEST ALONG SAID WEST LINE FOR A DISTANCE OF 378.73 FEET TO THE POINT OF BEGINNING

Exhibit B

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, NORTH 19 DEGREES 22 MINUTES WEST ALONG WEST LINE 283 FEET, NORTH 54 DEGREES 05 MINUTES EAST 1667.37 FEET TO THE SOUTHWESTERLY R/W LINE OF STATE ROAD # 95 (PENSACOLA BOULEVARD, 200 FOOT R/W) NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SOUTHWESTERLY R/W LINE 1756.49 FEET; NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST 595.93 FEET FOR POINT OF BEGINNING; CONTINUE 100 FEET, SOUTH 01 DEGREES 06 MINUTES 00 SECONDS WEST 250 FEET, SOUTH 88 DEGREES 54 MINUTES 00 SECONDS EAST 100 FEET, NORTH 01 DEGREES 06 MINUTES 00 SECONDS EAST 250 FEET TO THE POINT OF BEGINNING.

BEGINNING AT SOUTHWEST CORNER OF LOT 3, NORTH 19 DEGREES 22 MINUTES WEST ALONG WEST LINE 283 FEET, NORTH 54 DEGREES 05 MINUTES EAST 1667.37 FEET TO SOUTHWESTERLY R/W LINE OF STATE ROAD # 95 (PENSACOLA BOULEVARD 200 FOOT R/W), NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SOUTHWESTERLY R/W LINE 1756.49 FEET, NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST 695.93 FEET FOR POINT OF BEGINNING, CONTINUE 155.23 FEET TO WEST LINE OF SECTION SOUTH 13 DEGREES 05 MINUTES 38 SECONDS EAST ALONG WEST LINE 257.87 FEET, SOUTH 88 DEGREES 54 MINUTES 00 SECONDS EAST 92 FEET, NORTH 01 DEGREE 06 MINUTES 00 SECONDS EAST 250 FEET TO POINT OF BEGINNING.

ALSO SUBJECT TO THE FOLLOWING DESCRIBED EASEMENTS:

EASEMENT# 1:

A 15.00 FOOT WIDE DRAINAGE EASEMENT LYING 7.50 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THAT PORTION OF GOVERNMENT LOT 3, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 19 DEGREES 22 MINUTES WEST ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 283.00 FEET; THENCE NORTH 54 DEGREES 05 MINUTES EAST FOR A DISTANCE OF 1667.37 FEET TO THE SOUTHWESTERLY R/W LINE OF STATE ROAD #95 (PENSACOLA BOULEVARD, 200 FOOT R/W); THENCE NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID SOUTHWESTERLY R/W LINE FOR A DISTANCE OF 1756.49 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 295.93 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 285.70 FEET; THENCE SOUTH 13 DEGREES 05 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 428.00 FEET; THENCE SOUTH 76 DEGREES 51 MINUTES 51 SECONDS WEST FOR A DISTANCE OF 200.00 FEET TO THE EASTERLY R/W LINE OF "W" STREET AND THE TERMINAL POINT OF THIS DESCRIPTION, WITH EXTENDING AND SHORTENING OF THE SIDE LINES WHERE AS TO TERMINATE THIS DESCRIPTION ON THE EASTERLY R/W LINE OF "W" STREET.

EASEMENT #2:

15.00 FOOT WIDE DRAINAGE EASEMENT LYING 7.50 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: THAT PORTION OF GOVERNMENT LOT 3, SECTION 38, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 3, THENCE NORTH 19 DEGREES 22 MINUTES WEST ALONG THE WEST LINE OF SAID LOT 3 FOR A DISTANCE OF 283.00 FEET; THENCE NORTH 54 DEGREES 05 MINUTES EAST FOR A DISTANCE OF 1667.37 FEET TO THE SOUTHWESTERLY R/W LINE OF STATE ROAD # 95 (PENSACOLA BOULEVARD, 200 R/W); THENCE NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID SOUTHWESTERLY R/W LINE FOR A DISTANCE OF 1756.49 FEET; THENCE NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 295.93 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 250.00 FEET THENCE NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 285.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 206.30 FEET TO THE WEST LINE OF SAID SECTION 38 AND THE TERMINAL POINT OF THIS DESCRIPTION, WITH THE EXTENDING AND SHORTENING OF THE SIDE LINE WHEREAS TO TERMINATE THIS DESCRIPTION ON THE WEST LINE OF SAID SECTION.

Recorded in Public Records 08/03/2009 at 09:40 AM OR Book 6490 Page 1202, Instrument #2009052127, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

10.00

This Instrument was Prepared By:
RICHARD M. COLBERT, ESQUIRE
Beach Title Services, LLC
4 Laguna Street, Ste 101
Ft. Walton Bch, Fl 3548

STATE OF FLORIDA
COUNTY OF ESCAMBIA

ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

Coastal Bank & Trust of Florida, formerly known as Bank of Pensacola (the "Assignor"), being the owner of (i) that certain Mortgage and Security Agreement (and the indebtedness secured thereby) made by W Street Holdings, LLC, a Florida limited liability company (the "Mortgagor") in favor of Assignor dated August 8, 2006, recorded in Official Records Book 5970, Page 625, Public Records of Escambia County, Florida; as amended by that certain Note, Mortgage and Assignment of Leases, Rents and Profits Modification and Spreader Agreement dated January 19, 2007, being recorded in Official Records Book 6079, Page 983, Public Records of Escambia County, Florida; and as amended by that certain Notice and Acknowledgement of Future Advance dated January 19, 2007, recorded in Official Records Book 6079, Page 992, Public Records of Escambia County, Florida (the "Mortgage"); and (ii) that certain Assignment of Leases, Rents and Profits made by Mortgagor in favor of Assignor dated August 8, 2006, recorded in Official Records Book 5970, Page 648, Public Records of Escambia County, Florida, as amended by that certain Note, Mortgage and Assignment of Leases, Rents and Profits Modification and Spreader Agreement dated January 19, 2007, recorded in Official Records Book 6079, Page 983, Public Records of Escambia County, Florida (the "Assignment") for $10.00 and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, hereby assigns, sets over and transfers the Mortgage and Assignment, and any and all documents executed in connection therewith (collectively the "Loan Documents") to Beach Community Bank (the "Assignee"), its successors and assigns.

TO HAVE AND TO HOLD THE SAME, together with all rights, privileges and improvements, tenements, hereditaments, and appurtenances appertaining thereto unto Assignee.

This Assignment is made by Assignor without recourse, representation or warranty of any kind, express or implied.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Mortgage and Loan Documents to be executed by its duly authorized officer effective as of this 28 day of July, 2009.

COASTAL BANK & TRUST OF FLORIDA

By: REX D. McKINNEY

Its: EXEC President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28TH day of July, 2009, by REX D MCKINNEY, as EVP President of Coastal Bank & Trust, on behalf of the bank. He (X) is personally known to me, or ( ) he has shown me _____ as identification, and he did *not* take an oath.

NOTARY PUBLIC
MARVIS MYERS
(Print/Type Name)
Commission No.:_____
My Commission Expires:_____

MARVIS MYERS
Notary Public - State of Florida
My Commission Expires Jun 1, 2012
Commission # DD 784034
Bonded Through National Notary Assn.

G:\Documents\ASSIGNME\MORTGAGE\BCB-WStreet.doc

Exhibit C

BEGINNING AT THE SOUTHWEST CORNER OF LOT 3, NORTH 19 DEGREES 22 MINUTES WEST ALONG WEST LINE 283 FEET, NORTH 54 DEGREES 05 MINUTES EAST 1667.37 FEET TO THE SOUTHWESTERLY R/W LINE OF STATE ROAD # 95 (PENSACOLA BOULEVARD, 200 FOOT R/W) NORTH 38 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SOUTHWESTERLY R/W LINE 1756.49 FEET; NORTH 88 DEGREES 54 MINUTES 00 SECONDS WEST 595.93 FEET FOR POINT OF BEGINNING; CONTINUE 100 FEET, SOUTH 01 DEGREES 06 MINUTES 00 SECONDS WEST 250 FEET, SOUTH 88 DEGREES 54 MINUTES 00 SECONDS EAST 100 FEET, NORTH 01 DEGREES 06 MINUTES 00 SECONDS EAST 250 FEET TO THE POINT OF BEGINNING.

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