



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19
Page 1 of 2

0223-15

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226	Application date	Apr 21, 2022
Property description	MASONIC LODGE LLC P.O.BOX 12645 PENSACOLA, FL 32591 5 E GARDEN ST 13-0466-200 BEG NE COR LT 261 OLD CITY TRACT WLY 57 20/100 FT FOR POB SLY 46 FT ELY 57 20/100 FT SLY 10 11/100 F (Full legal attached.)	Certificate #	2020 / 7898
		Date certificate issued	06/01/2020

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2020/7898	06/01/2020	14,564.01	728.20	15,292.21
→ Part 2: Total*				15,292.21

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2021/6220	06/01/2021	14,810.23	6.25	740.51	15,556.99
Part 3: Total*					15,556.99

Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	30,849.20
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	31,224.20

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:

Signature, Tax Collector or Designee

Escambia, Florida

Date May 6th, 2022

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/06/2023</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

f 6.25

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on **Line 6**. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of **Line 7**, minus **Line 6**, plus **Lines 8** through **12**. Enter the amount on **Line 13**.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

BEG NE COR LT 261 OLD CITY TRACT WLY 57 20/100 FT FOR POB SLY 46 FT ELY 57 20/100 FT SLY 10 11/100 FT WLY 182 5/10 FT TO E R/W LI OF PALAFOX ST NLY ALG R/W 56 11/100 FT TO NW COR OF LT 261 ELY 125 3/10 FT TO POB OR 6028 P 824 OR 6509 P 577 CA 75

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2200248

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
13-0466-200	2020/7898	06-01-2020	BEG NE COR LT 261 OLD CITY TRACT WLY 57 20/100 FT FOR POB SLY 46 FT ELY 57 20/100 FT SLY 10 11/100 FT WLY 182 5/10 FT TO E R/W LI OF PALAFOX ST NLY ALG R/W 56 11/100 FT TO NW COR OF LT 261 ELY 125 3/10 FT TO POB OR 6028 P 824 OR 6509 P 577 CA 75

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226

04-21-2022
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

[←](#)
Nav. Mode
 ☒ Account
 ☐ Parcel ID
 [→](#)

[Printer Friendly Version](#)

General Information Parcel ID: 000S009001003261 Account: 130466200 Owners: MASONIC LODGE LLC Mail: P.O.BOX 12645 PENSACOLA, FL 32591 Situs: 5 E GARDEN ST 32502 Use Code: NIGHTCLUB/LOUNGE/BAR Taxing Authority: DOWNTOWN, PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$265,580</td> <td>\$409,062</td> <td>\$674,642</td> <td>\$674,642</td> </tr> <tr> <td>2020</td> <td>\$227,640</td> <td>\$463,699</td> <td>\$691,339</td> <td>\$691,339</td> </tr> <tr> <td>2019</td> <td>\$227,640</td> <td>\$447,929</td> <td>\$675,569</td> <td>\$675,569</td> </tr> </tbody> </table> <div style="text-align: center;"> Disclaimer Market Value Breakdown Letter Tax Estimator Download Income & Expense Survey </div>	Year	Land	Imprv	Total	Cap Val	2021	\$265,580	\$409,062	\$674,642	\$674,642	2020	\$227,640	\$463,699	\$691,339	\$691,339	2019	\$227,640	\$447,929	\$675,569	\$675,569																
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Parcel Information Section Map Id: CA075 Approx. Acreage: 0.1786 Zoned: C-2A Evacuation & Flood Information Open Report	Launch Interactive Map
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Images



12/22/2021 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:05/12/2022 (tc.4593)

0 BAS90

12
CAN 9
12

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 130466200 Certificate Number: 007898 of 2020**

Payor: LEVIN GROUP LLC PO BOX 12645 PENSACOLA FL 32591 Date 5/31/2022

Clerk's Check #	12205	Clerk's Total	\$524.40
Tax Collector Check #	1	Tax Collector's Total	\$35,914.08
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$36,515.48

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: _____
Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
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 PROBATE
 TRAFFIC



**COUNTY OF ESCAMBIA
 OFFICE OF THE
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

Case # 2020 TD 007898

Redeemed Date 5/31/2022

Name LEVIN GROUP LLC PO BOX 12645 PENSACOLA FL 32591

Clerk's Total = TAXDEED	\$524.40
Due Tax Collector = TAXDEED	\$35,914.08
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 130466200 Certificate Number: 007898 of 2020

Redemption	No ▼	Application Date	4/21/2022	Interest Rate	18%
		Final Redemption Payment		Redemption Overpayment	ACTUAL
		ESTIMATED			
		Auction Date	2/6/2023	Redemption Date	5/31/2022
Months	10			1	
Tax Collector	\$31,224.20			\$31,244.20	
Tax Collector Interest	\$4,683.63			\$468.66	
Tax Collector Fee	\$6.25			\$6.25	
Total Tax Collector	\$35,914.08			\$31,719.11	
Record TDA Notice	\$17.00			\$17.00	
Clerk Fee	\$119.00			\$119.00	
Sheriff Fee	\$120.00			\$120.00	
Legal Advertisement	\$200.00			\$200.00	
App. Fee Interest	\$68.40			\$6.84	
Total Clerk	\$524.40			\$462.84	
Release TDA Notice (Recording)	\$10.00			\$10.00	
Release TDA Notice (Prep Fee)	\$7.00			\$7.00	
Postage	\$60.00			\$0.00	
Researcher Copies	\$0.00			\$0.00	
Total Redemption Amount	\$36,515.48			\$32,198.95	
		Repayment Overpayment Refund Amount		\$4,316.53	
Book/Page					

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8794, Page 923, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 07898, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: **130466200 (0223-15)**

DESCRIPTION OF PROPERTY:

**BEG NE COR LT 261 OLD CITY TRACT WLY 57 20/100 FT FOR POB SLY 46 FT ELY 57 20/100 FT
SLY 10 11/100 FT WLY 182 5/10 FT TO E R/W LI OF PALAFOX ST NLY ALG R/W 56 11/100 FT TO
NW COR OF LT 261 ELY 125 3/10 FT TO POB OR 6028 P 824 OR 6509 P 577 CA 75**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: MASONIC LODGE LLC

Dated this 1st day of June 2022.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 07898**, issued the **1st day of June, A.D., 2020** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG NE COR LT 261 OLD CITY TRACT WLY 57 20/100 FT FOR POB SLY 46 FT ELY 57 20/100 FT SLY 10 11/100 FT WLY 182 5/10 FT TO E R/W LI OF PALAFOX ST NLY ALG R/W 56 11/100 FT TO NW COR OF LT 261 ELY 125 3/10 FT TO POB OR 6028 P 824 OR 6509 P 577 CA 75

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 130466200 (0223-15)

The assessment of the said property under the said certificate issued was in the name of

MASONIC LODGE LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of February, which is the **6th day of February 2023**.

Dated this 1st day of June 2022.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 13-0466-200 CERTIFICATE #: 2020-7898

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: November 18, 2002 to and including November 18, 2022 Abstractor: Stacie Wright

BY

Michael A. Campbell,
As President
Dated: November 25, 2022

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 25, 2022

Tax Account #: **13-0466-200**

1. The Grantee(s) of the last deed(s) of record is/are: **MASONIC LODGE, LLC**

By Virtue of Warranty Deed recorded 9/21/2009 in OR 6509/577
2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
 - a. **Mortgage in favor of Teresa S. Levin Non-Exempt Marital Trust U/W Allen R. Levin U/A dated 06/19/06 recorded 5/11/2011 OR 6719/693 together with Modification of Mortgage dated 11/30/2012 OR 6941/1867**
 - b. **Mortgage in favor of Community Redevelopment Agency of the City of Pensacola recorded 8/2/2019 OR 8140/465**
4. Taxes:

Taxes for the year(s) NONE are delinquent.
Tax Account #: 13-0466-200
Assessed Value: \$744,455.00
Exemptions: NONE
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: FEB 6, 2023

TAX ACCOUNT #: 13-0466-200

CERTIFICATE #: 2020-7898

In compliance with Section 197.522, 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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2021</u> tax year.

MASONIC LODGE LLC
PO BOX 12645
PENSACOLA, FL 32591

MASONIC LODGE LLC
5 E GARDEN ST
PENSACOLA, FL 32502

MASONIC LODGE LLC
401 NORTH DAVIS ST
PENSACOLA, FL 32501

TERESA S. LEVIN NON-EXEMPT
MARITAL TRUST U/W ALLEN R.
LEVIN U/A DATED 06/19/06
17 WHARF AVE
PENSACOLA, FL 32501

COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA
222 W. MAIN ST
PENSACOLA, FL 32502

MASONIC LODGE LLC
416 E BELMONT ST
PENSACOLA, FL 32501

Certified and delivered to Escambia County Tax Collector, this 25th day of November, 2022.

PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As It's President

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

PROPERTY INFORMATION REPORT

November 25, 2022

Tax Account #:13-0466-200

LEGAL DESCRIPTION EXHIBIT "A"

BEG NE COR LOT 261 OLD CITY TRACT WLY 57 20/100 FT FOR POB SLY 46 FT ELY 57 20/100 FT SLY 10 11/100 FT WLY 182 5/10 FT TO E R/W LI OF PALAFOX ST NLY ALG R/W 56 11/100 FT TO NW COR OF LT 261 ELY 125 3/10 FT TO POB OR 6028 P 824 OR 6509 P 577 CA 75

LEGAL DESCRIPTION ON WARRANTY DEED: THE NORTH 56.11 FEET OF LOT 261, BLOCK 30, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906

LESS AND EXCEPT THE EAST 57.20 FEET OF THE NORTH 46.00 FEET OF LOT 261, BLOCK 30, OLD CITY TRACT, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 13-0466-200(0223-15)

**ABTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL
WITHOUT A CURRENT SURVEY.**

This Instrument Prepared By:
James S. Campbell
Beggs and Lane
Post Office Box 12950
501 Commendancia Street
Pensacola, Florida 32591
(850) 432-2451
Florida Bar No.: 623539
File No. 15432-61602

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that Masonic Holdings, LLC, a Florida limited liability company, (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto Masonic Lodge, LLC, a Florida limited liability company, (herein "Grantee"), whose address is 401 North Davis Street, Pensacola, Florida 32501, its successors and assigns, forever, any and all of Grantor's ownership interest in the Property (as defined below), that is, Grantor's undivided fifty (50%) percent interest in the following described real property ("Property"), which Property was transferred to Grantor under that certain Warranty Deed recorded in Official Record Book 6028, Page 824, in the public records of Escambia County, Florida, to wit, Grantor's equal undivided tenant in common interest in the following real property and the improvements located thereon:

See Exhibit "A" attached hereto and incorporated herein by this reference

Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions of record and matters appearing on the Plat, if there is a recorded Plat, affecting the above-described Property; easements and mineral reservations of record affecting the Property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2009 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said Property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's, successors and assigns, will forever warrant and defend title to the above-described Property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 11th day of September, 2009.

Signed, sealed and delivered
in the presence of:

Masonic Holdings, LLC,
a Florida limited liability company

By: Timothy J. Hogan
Timothy J. Hogan, Manager

Wendi R. Westmonland
Name: Wendi R. Westmonland

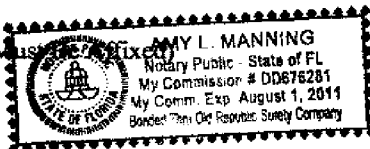
Angie L. Manning
Name: Angie L. Manning

STATE OF FLORIDA
COUNTY OF ESCAMBLA

The foregoing instrument was acknowledged before me this 14th day of September, 2009, by Timothy J. Hogan, as Manager of Masonic Holdings, LLC, a Florida limited liability company, on behalf of the company, who did not take an oath and who:

☒ is/are personally known to me.
☒ produced current Florida driver's license as identification.
☐ produced _____ as identification.

(Notary Seal)



Notary Public

Name of Notary Printed _____
My Commission Expires: _____
Commission Number: _____

Exhibit "A"
(Legal Description)

The North 56.11 feet of Lot 261, Block 30, Old City Tract, City of Pensacola, Escambia County, Florida, according to Map of said City, Copyrighted by Thomas C. Watson in 1906.

LESS AND EXCEPT the East 57.20 feet of the North 46.00 feet of Lot 261, Block 30, Old City Tract, City of Pensacola, Escambia County, Florida, according to Map of said City, copyrighted by Thomas C. Watson in 1906.

Exhibit "B"
(Permitted Exceptions)

1. Conditions and reservations as recorded in Deed Book 20, Page 420, of the public records of Escambia County, Florida.
2. Easement set forth in Deed Book 91, Pages 578, of the public records of Escambia County, Florida.

This Instrument Prepared By:
James S. Campbell, Esquire
Beggs & Lane, RLLP
501 Commendencia Street
Pensacola, Florida 32502
Florida Bar No.: 623539
File No.: 13077-64529

MORTGAGE

THIS MORTGAGE ("Mortgage") is made and delivered this 6th day of May, 2011, between **Masonic Lodge, LLC, a Florida limited liability company**, having a mailing address of, and principal place of business at 416 E. Belmont Street, Pensacola, Florida 32501 ("Mortgagor") and **Teresa S. Levin Non-Exempt Marital Trust U/W Allen R. Levin U/A dated 06/19/06**, having a mailing address of 17 Wharf Avenue, Pensacola, Florida 32501 ("Mortgagee" and "Trust").

WITNESSETH:

WHEREAS, on or about May 6, 2011 Regions Bank ("Regions") extended that certain loan ("Regions Loan") to Levin Group, LLC, a Florida limited liability company ("Levin Group"), which Regions Loan is evidenced by those certain loan documents more particularly described on Schedule "A" to that certain Commercial Business Loan Agreement of even date (the "Loan Agreement") (the "Regions Loan Documents").

WHEREAS, to secure the Regions Loan, Trust has granted to Regions a first perfected lien in that certain account number as more particularly described on Schedule "B" to the Loan Agreement ("Trust Account").

WHEREAS, to secure the Indemnification Agreement to Trust (as defined in the Loan Agreement), Mortgagee has requested that Mortgagor grant to Trust a first mortgage on that certain collateral known as the Masonic Property, more particularly described on Schedule "C" to the Loan Agreement ("Trust Collateral") to secure the Indemnification Agreement in the event that Levin Group should default under the Regions Loan.

NOW, THEREFORE, to secure the obligations of Mortgagor to Mortgagee under the Trust Loan Documents and the Indemnification Agreement (as defined in the Loan Agreement) in the event of a default by Levin Group under the Regions Loan Documents (the "Obligations"), and the performance and observance by Mortgagor of the covenants and conditions in this Mortgage, and in order to charge the properties, interests and rights hereinafter described with such payment, performance and observance, and for and in consideration of the sum of One and

FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$_____ AND INTANGIBLE PERSONAL PROPERTY TAXES IN THE AMOUNT OF \$_____ (IF \$0.00, THE MORTGAGE SECURES A GUARANTY) ARE BEING PAID UPON RECORDATION OF THIS MORTGAGE IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

No/100 Dollar (\$1.00) paid by Mortgagee to Mortgagor this date, and for other valuable considerations, the receipt of which is acknowledged, Mortgagor does hereby mortgage, hypothecate, pledge and assign unto Mortgagee, its successors and assigns:

THE MORTGAGED PROPERTY

(A) **THE LAND:** All the land located in the County of Escambia, State of Florida, described in Exhibit "A" attached hereto and incorporated herein and made a part hereof ("Land"), together with all mineral, oil and gas rights appurtenant to said Land, and all shrubbery, trees and crops now growing or hereafter grown upon said Land.

(B) **THE IMPROVEMENTS:** All the buildings, structures, fixtures and improvements of every nature whatsoever now or hereafter situated on said Land (hereinafter called the "Improvements").

(C) **EASEMENTS:** All easements, rights-of-way, gores of land, streets, ways, alleys, passages, sewer rights, water courses, water rights and powers, and all appurtenances whatsoever, in any way belonging, relating or appertaining to any of the mortgaged property described in Sections (A) and (B) hereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor.

(D) **TOGETHER WITH** (i) all the estate, right, title and interest of the Mortgagor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged property described in Sections (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged property described in Sections (A), (B) and (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the mortgaged property described in Sections (A), (B) and (C) hereof or any part thereof; and, if Mortgagor fails to do so, the Mortgagee is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and shall apply all condemnation awards toward the payment of the Obligations or Guaranty, as applicable, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (ii) all rights to insurance proceeds arising from or relating to the mortgaged property described in Sections (A), (B) and (C) above; and (iii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the mortgaged property described in Sections (A), (B) and (C).

(E) **TOGETHER WITH** all rents to which the Mortgagor may now or hereafter be entitled from the mortgaged property described in Sections (A), (B) and (C) hereof; provided, however, that permission is hereby given to the Mortgagor, so long as no Event of Default has occurred hereunder and is continuing, to collect and use said rents as they become due and payable. Upon the occurrence and during the continuancy of any such Event of Default, the permission hereby given to the Mortgagor to collect said rents from the mortgaged property described in Sections (A), (B) and (C) hereof shall be suspended.

All of the mortgaged property described in Sections (A), (B), (C), (D) and (E) above, and each item of mortgaged property described therein, is herein referred to as "THE MORTGAGED PROPERTY."

TO HAVE AND TO HOLD THE MORTGAGED PROPERTY and all parts thereof unto Mortgagee, its successors and assigns forever, subject, however, to the terms and conditions herein:

PROVIDED, HOWEVER, that if Mortgagor shall pay or cause to be paid to Mortgagee the principal and interest payable under the Obligations or fully discharge its obligations under the Guaranty, as applicable, without any deduction or credit for taxes or other similar charges paid by Mortgagor, then this Mortgage, and all the properties, interest and rights hereby granted, conveyed and assigned shall cease and be void, but shall otherwise remain in full force and effect.

ARTICLE ONE COVENANTS OF MORTGAGOR

The Mortgagor covenants and agrees with the Mortgagee as follows:

Section 1.01 Performance of Obligations/Guaranty. The Mortgagor shall perform, observe and comply with all provisions hereof, of the Obligations or Guaranty, as applicable, and will promptly pay to the Mortgagee the principal with interest thereon and all other sums required to be paid by the Mortgagor under the Obligations or Guaranty, as applicable.

Section 1.02 General Representations, Covenants and Warranties. The Mortgagor represents, covenants and warrants that as of the date hereof and at all times thereafter during the term hereof: (a) the Mortgagor has good and absolute fee simple title to THE MORTGAGED PROPERTY free and clear of all liens, security interests, charges and encumbrances whatsoever except those described in Exhibit "B" attached hereto and incorporated herein ("Permitted Encumbrances"), and has good right, full power and lawful authority to mortgage and pledge THE MORTGAGED PROPERTY in accordance with the terms hereof; (b) the Mortgagor will maintain and preserve the lien of this Mortgage until the Obligations or Guaranty, as applicable, have been paid in full; and (c) this Mortgage and the Obligations or Guaranty, as applicable, are valid and binding obligations enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Mortgagor is a party or by which the Mortgagor or any of its or his respective properties may be bound and do not contravene any law, order, decree, rule or regulation to which the Mortgagor is subject. Mortgagor agrees to provide to Mortgagee upon request, but in any event on at least an annual basis, true and correct current financial statements in form and substance satisfactory to Mortgagee. The financial statements shall include, among other things, detailed information regarding (i) any entities, such as corporations, partnerships, or limited liability companies in which the Mortgagor is the majority owner and (ii) any entities in which Mortgagor is not the majority owner, but for which Mortgagor is directly or contingently liable on debts or obligations of any kind incurred by those entities.

Section 1.03 Taxes and other Charges.

1.03.1 Taxes and Assessments. Subject to the provisions of this Section 1.03, the Mortgagor shall pay promptly when due all taxes and assessments of every kind whatsoever hereafter imposed, levied or assessed upon or against THE MORTGAGED PROPERTY or any part thereof. After prior notice to Mortgagee, Mortgagor, at its own expense, may contest by appropriate legal proceeding, promptly initiated and conducted in good faith and with due diligence, the amount or validity or application in whole or in part of any taxes or assessments, provided that (i) no default exists under the Obligations, the obligations evidenced by the Guaranty, or the Mortgage, (ii) Mortgagor is permitted to do so under the provisions of any mortgage superior in lien to the Mortgage (iii) such proceeding shall suspend the collection of the taxes or assessments from Mortgagor and from THE MORTGAGED PROPERTY, (iv) such proceeding shall be permitted under and be conducted in accordance with the provisions of any other instrument to which Mortgagor or THE MORTGAGED PROPERTY is subject and shall not constitute a default thereunder, (v) neither THE MORTGAGED PROPERTY nor any part thereof or interest therein will be in imminent danger of being sold, forfeited, terminated, cancelled or lost, (vi) Mortgagor shall have set aside adequate reserves for the payment of the taxes or assessments, together with all interest and penalties thereon, and (vii) Mortgagor shall have furnished such security as may be required in the proceeding to insure the payment of any such taxes or assessments, together with all interest and penalties thereon.

1.03.2 Insurance. Mortgagor (i) will keep the Improvements and all equipment insured against loss or damage by fire, standard extended coverage perils and such other hazards as Mortgagee shall from time to time reasonably require in the amount of the full insurable value of the Improvements and the equipment and (ii) will maintain such other forms of insurance coverage with respect to THE MORTGAGED PROPERTY as Mortgagee shall from time to time reasonably require in amounts reasonably approved by Mortgagee. All policies of insurance (hereinafter referred to as the Policies) shall be issued by insurers having a minimum policy holders rating of "A" per the latest rating publication of Property and Casualty Insurers by A.M. Best Company and who are lawfully doing business in Florida and are otherwise reasonably acceptable in all respects to Mortgagee. All Policies shall contain the standard New York mortgagee non-contribution clause endorsement or an equivalent endorsement reasonably satisfactory to Mortgagee naming Mortgagee as the person to which all payments made by the insurer thereunder shall be paid, a waiver of subrogation endorsement benefiting Mortgagee and a provision requiring the insurer thereunder to notify Mortgagee prior to canceling or terminating the policies, and shall otherwise be in form and substance reasonably satisfactory in all respects to Mortgagee. As long as no Event of Default then exists, and except as otherwise provided in the Obligations or the Guaranty, as applicable, all insurance proceeds may be used by Mortgagor toward restoring THE MORTGAGED PROPERTY.

1.03.3 Escrows. Mortgagor shall, if requested by Mortgagee, pay to Mortgagee an amount equal to the estimated annual ad valorem real property taxes and the premiums for the insurance required by this Mortgage, so that Mortgagee shall have sufficient funds available to pay such taxes and insurance premiums, and Mortgagor shall, at the option of Mortgagee, pay

such amounts either thirty (30) days before they become due, or in equal monthly payments in advance, with such payments commencing one (1) month after the date of this Mortgage.

Section 1.04 Condemnation. If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the Obligations or Guaranty, as applicable shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor'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 any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Obligations, this Mortgage or any other instrument securing the Obligations. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights or actions and proceeds as Mortgagee may require.

Section 1.05 Care of Mortgaged Property.

(a) The Mortgagor shall preserve and maintain THE MORTGAGED PROPERTY in good condition and repair. The Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of THE MORTGAGED PROPERTY or of any part thereof.

(b) Except as otherwise provided in this Mortgage, no part of the Improvements shall be removed, demolished or altered, without the prior written consent of the Mortgagee. The Mortgagor shall have the right, without such consent, to remove and dispose of free from the lien of this Mortgage any part of the Improvements as from time to time may become worn out or obsolete, provided that such Improvements shall be replaced with other Improvements of equal utility and of a value at least equal to that of the replaced Improvements.

Section 1.06 Mortgagee's Performance. If the Mortgagor defaults in the payment of any tax or assessment, the Mortgagee may, to preserve its interest in THE MORTGAGED PROPERTY, perform or observe the same, and all payments made and costs and expenses incurred or paid by the Mortgagee in connection therewith shall be added to the Obligations and secured by the lien of this Mortgage.

Section 1.07 Payment of Expenses. Mortgagor shall pay all the costs, charges and expenses, including, but not limited to, reasonable attorneys' fees, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of

Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Obligations or the Guaranty, as applicable, and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Obligations or Guaranty, as applicable.

Section 1.08 After-Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

Section 1.09 Security Agreement. This Mortgage shall constitute a security agreement under the Uniform Commercial Code effective in the State of Florida, and Mortgagor hereby grants Mortgagee a security interest in all fixtures, furniture, furnishings, machinery, apparatus, appliances, equipment, construction materials on site, and all other articles of personal property now owned or hereafter acquired by Mortgagor, affixed to or placed upon the Property, or used in connection with the maintenance or operation thereof, and Mortgagor shall, as required, execute and deliver to Mortgagee such financing statements covering such Property as may be reasonably required by Mortgagee. Mortgagor agrees to execute and deliver UCC financing statements with respect to THE MORTGAGED PROPERTY on Mortgagee's request.

Section 1.10 Environmental Compliance and Indemnity.

(a) Mortgagor shall comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Mortgaged Property, its use, construction, or maintenance, including, without limitation, all Environmental Laws. As used in this Mortgage, "Environmental Laws" shall mean any and all federal, state or local laws, rules, regulations, orders, permits, or ordinances involving the environment including, but without limitation, the Resource Conservation and Recovery Act, 42 U.S. C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9607 et seq., as amended by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.), the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., as they now exist or may subsequently be modified, supplemented or amended. Mortgagor warrants that neither Mortgagor, any occupant of the Mortgaged Property, or the Mortgaged Property is in violation of or subject to any existing, pending, or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any of the Environmental Laws.

(b) Mortgagor shall forever indemnify, defend and hold harmless Mortgagee, its directors, officers, employees and agents from and against all harms, including, without

limitation, damages, punitive damages, liabilities, losses, demands, claims, costs recovery actions, lawsuits, administrative proceedings, orders, response costs, compliance costs, investigation expenses, consultant fees, attorneys' fees and litigation expenses arising from (i) the operation of any of the Environmental Laws, and (ii) the violation by Mortgagor, any occupant of the Mortgaged Property, or the Mortgaged Property of any of the Environmental Laws. Mortgagor shall pay all costs and expenses incurred by Mortgagee to enforce the provisions of this paragraph, including, without limitation, attorneys' fees and litigation expenses. The provisions of this paragraph shall survive the cancellation of this mortgage and shall remain in full force and effect beyond the expiration of any applicable statute of limitations and payment or satisfaction in full of any single claim of Mortgagee within the scope of the provisions of this paragraph.

Section 1.11 This Section 1.11 has been intentionally omitted.

ARTICLE TWO DEFAULTS

Section 2.01 Event of Default. Any one of the following shall constitute an event of default ("Event of Default") under this Mortgage.

(a) Failure by Mortgagor to pay (i) any amounts due under the Obligations or Guaranty, as applicable, whether principal, interest, late fees or otherwise; or (ii) any sums due or to be paid by Mortgagor hereunder, under any other instrument securing the Obligations or Guaranty, as applicable, or under any Permitted Encumbrances.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Obligations or Guaranty, as applicable, this Mortgage, any other instrument securing the Obligations or Guaranty, as applicable, or any other instrument collateral to the Obligations or Guaranty, as applicable, or executed in connection with the sums evidenced by the Obligations or guaranteed by the Guaranty, as applicable, this Mortgage and the foregoing instruments, including, without limitation, and/or upon any default under the Regions Loan (as defined above).

(c) If either Mortgagor or any endorser or guarantor of the Obligations: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors; (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof; (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due.

(d) If a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any endorser or guarantor of the Obligations, seeking any

reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of 60 days whether or not consecutive from the date of entry thereof.

(e) If any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of 60 days whether or not consecutive.

(f) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Obligations or Guaranty, as applicable, this Mortgage or any other instrument securing the Obligations or Guaranty, as applicable.

(g) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property, whether such mortgage or other security instrument is superior or inferior in priority to this Mortgage.

(h) Any filing for record of a notice by Mortgagor pursuant to Florida Statutes Section 697.04 limiting the maximum principal amount that may be secured by this Mortgage.

ARTICLE THREE REMEDIES

Section 3.01 Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, Mortgagee may declare the outstanding principal amount of the Obligations or the Guaranty, as applicable, and the interest accrued thereon, to be due and payable immediately. Upon such declaration, such principal and interest shall immediately become and be due and payable and, until paid, shall bear interest at the maximum rate permitted pursuant to applicable law ("Default Rate"), which rate shall apply as well before as after judgment.

Section 3.02 Mortgagee's Power of Enforcement. If an Event of Default shall have occurred and be continuing, Mortgagee may, either with or without entry or taking possession as hereinabove provided or otherwise, and without regard to whether or not the Obligations shall be due and without prejudice to the right of the Mortgagee thereafter to bring an action of foreclosure or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (a) to enforce payment of the Obligations or Guaranty, as applicable, or (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, THE MORTGAGED PROPERTY under the judgment or decree of a court or courts of competent jurisdiction; and (c) to pursue any other remedy available to it. The Mortgagee shall take action either by such proceedings or by the exercise of its powers with respect to entry or taking possession, or both, as the Mortgagee may determine.

Section 3.03 Purchase by Mortgagee. Upon any such foreclosure sale, the Mortgagee may bid for and purchase THE MORTGAGED PROPERTY and, upon compliance with the terms of sale, may hold, retain and possess and dispose of such property in its own absolute right without further accountability.

Section 3.04 Application of Indebtedness Toward Purchase Price. Upon any such foreclosure sale, the Mortgagee may, if permitted by law, and after allowing for costs and expenses of the sale, apply any portion of or all of the indebtedness due to the Mortgagee under the Obligations or Guaranty, as applicable, in lieu of cash, to the amount which shall, upon distribution of the net proceeds of such sale, be payable thereon.

Section 3.05 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. The Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither the Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage or the absolute sale of THE MORTGAGED PROPERTY of the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat, and the Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising THE MORTGAGED PROPERTY marshaled upon any foreclosure of the lien hereof and agrees that the Mortgagee or any court having jurisdiction to foreclose such lien may sell THE MORTGAGED PROPERTY in part or as an entirety.

Section 3.06 Receiver. If an Event of Default shall have occurred and be continuing, the Mortgagee, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the indebtedness and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of THE MORTGAGED PROPERTY and to collect all rents thereof and apply the same as the court may direct and any such receiver shall be entitled to hold, store, use, operate, manage and control THE MORTGAGED PROPERTY and conduct business therefrom. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained shall be secured by this Mortgage. The right to enter and take possession of, to collect all rent, income and other benefits from, and to manage and operate THE MORTGAGED PROPERTY by a receiver shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, income and other benefits actually received by Mortgagee. Notwithstanding the appointment of any receiver or other custodian, Mortgagee shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by, or payable or deliverable pursuant to the terms of this Mortgage to, Mortgagee.

The assignment of rents contained in this Mortgage is intended to and constitutes an assignment of rents as contemplated in Florida Statutes Section 697.07. Upon the occurrence of an Event of Default, Mortgagee shall be entitled to the remedies provided in said Section 697.07.

In addition to the rights which Mortgagee may have herein, in the event of any default under this Mortgage, Mortgagee, at its option, may require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the rents, the fair and reasonable rental value for the use and occupation of such part of THE MORTGAGED PROPERTY as may be in the possession of Mortgagor. Upon default in any such payment, Mortgagor shall vacate and surrender possession of THE MORTGAGED PROPERTY to Mortgagee, or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

Section 3.07 Suits to Protect the Mortgaged Property. The Mortgagee shall have the power and authority to institute and maintain any suits and proceedings as the Mortgagee may deem advisable (a) to prevent any impairment of THE MORTGAGED PROPERTY by any acts which may be unlawful or any violation of this Mortgage, (b) to preserve or protect its interest in THE MORTGAGED PROPERTY, and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to the Mortgagee's interest.

Section 3.08 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceedings affecting the Mortgagor or its property, the Mortgagee, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire amount due and payable by the Mortgagor under the Obligations or Guaranty, as applicable, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by the Mortgagor after such date.

Section 3.09 Delay or Omission No Waiver. No delay or omission of Mortgagee or of any holder of the Obligations or Guaranty, as applicable, to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the Mortgagee may be exercised from time to time and as often as may be deemed expedient by the Mortgagee.

Section 3.10 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If the Mortgagee (a) grants forbearance or an extension of time for the payment of any sums secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Obligations or Guaranty, as applicable, or this Mortgage; (d) releases any part of THE MORTGAGED PROPERTY from the lien of this Mortgage; or (e) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under the Obligations or Guaranty, as applicable, or this Mortgage or any subsequent purchaser of THE MORTGAGED PROPERTY or any part thereof or any maker, co-signer, endorser or surety. No such act or omission shall preclude the Mortgagee from

exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by the Mortgagee, shall the lien of this Mortgage be altered thereby, except to the extent of releases as described in subsection (d) above of this Section 3.10.

Section 3.11 Discontinuance of Proceedings; Position of Parties Restored. If the Mortgagee shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been discontinued or abandoned for any reason, or such proceedings shall have resulted in a final determination adverse to the Mortgagee, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceedings had occurred or had been taken.

Section 3.12 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Mortgagee by the Obligations or Guaranty, as applicable, or this Mortgage is 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 under the Obligations or Guaranty, as applicable, or now or hereafter existing at law, in equity or by statute.

Section 3.13 Mortgagee's Rights to Enter and Take Possession and Operate.

(a) If an Event of Default shall have occurred, the Mortgagor upon demand of the Mortgagee, shall forthwith surrender to the Mortgagee the actual possession and if and to the extent permitted by law, the Mortgagee itself, or by such officers and agents as it may appoint, may enter and take possession of all THE MORTGAGED PROPERTY and may exclude the Mortgagor and its agents and employees wholly therefrom.

(b) If the Mortgagor shall for any reason fail to surrender or deliver THE MORTGAGED PROPERTY or any part thereof after the Mortgagee's demand, the Mortgagee may obtain a judgment or decree conferring on the Mortgagee the right to immediate possession or requiring the Mortgagor to deliver immediate possession of all or part of THE MORTGAGED PROPERTY to the Mortgagee, to the entry of which judgment or decree the Mortgagor hereby specifically consents. The Mortgagor shall pay to the Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to the Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage.

ARTICLE FOUR MISCELLANEOUS PROVISIONS

Section 4.01 Successors and Assigns. The terms "Mortgagor" and "Mortgagee" herein shall include the parties named above as Mortgagor and Mortgagee, respectively, and their successors and assigns, and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective successors and assigns.

Section 4.02 Notices. Except as otherwise provided herein, all notices, requests and demands to or upon a party hereto shall be in writing and shall be sent by certified or registered mail, return receipt requested, by personal delivery against receipt, or by telegraph or telex or telecopy, addressed as follows, and shall be deemed validly served and given on the date of receipt as shown on the return receipt if delivered by certified mail, on the date of delivery if done by personal delivery and upon confirmation of receipt if sent by telegraph, telex or telecopy with receipt confirmed:

If to Mortgagee: Teresa S. Levin Non-Exempt Marital Trust
U/W Allen R. Levin U/A dated 06/19/06
17 Wharf Avenue
Pensacola, FL 32501
Attention: Martin Levin, Trustee
Telecopy: _____

If to Mortgagor: Masonic Lodge, LLC,
a Florida limited liability company
416 E. Belmont Street
Pensacola, FL 32501
Attention: _____
Telecopy: _____

or to such other address as each party may designate for itself by like notice given in accordance with this Section 4.02. Notice shall also be deemed validly served and given on the date that a party rejects or refuses to accept delivery or the date of an inability to effectuate delivery because of a changed address of which no notice was given in accordance with this Section. Any written notice that is not sent in conformity with the provisions hereof shall nevertheless be effective on the date that such notice is actually received by the noticed party.

Section 4.03 Headings. The headings of the articles, sections, Sections and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or expand or otherwise affect any of the terms hereof.

Section 4.04 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Obligations or Guaranty, as applicable, or in this Mortgage shall be invalid, illegal or unenforceable in any respect, the

validity of the remaining covenants, agreements, terms or provisions contained herein or in the Obligations or Guaranty, as applicable, shall be in no way affected, prejudiced or disturbed thereby.

Section 4.05 Changes, Etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The modification hereof or of the Obligations or Guaranty, as applicable, or the release of any part of THE MORTGAGED PROPERTY from the lien hereof shall not impair the priority of the lien of this Mortgage.

Section 4.06 Governing Law. This Mortgage is made by the Mortgagor and accepted by the Mortgagee in the State of Florida, under the laws of such State and shall be construed, interpreted, enforced and governed by and in accordance with the laws of such state, without regard to principles of conflicts of law.

Section 4.07 Transfer of Mortgaged Property or any Interest in Mortgagor.

(a) Without the prior written consent of Mortgagee, Mortgagor shall not encumber the Mortgaged Property, or any interest or estate therein or sell, assign, lease or otherwise transfer all or any portion of the Mortgaged Property or any interest or estate therein, whether voluntarily or involuntarily or by operation of law. Any such sale, lease, assignment, conveyance, encumbrance or other transfer of the Mortgaged Property, or any interest or estate therein, or the incurrence of debt not permitted hereby, made without Mortgagee's prior written consent, shall constitute a default hereunder. Mortgagor covenants and agrees that without the prior written consent of Mortgagee, no party constituting Mortgagor shall be dissolved, liquidated or terminated, whether by operation of law or otherwise. Any such liquidation, termination or dissolution without Mortgagee's prior written consent shall constitute an Event of Default hereunder. In addition, without the prior written consent of Mortgagee, the sale, transfer, encumbrance or assignment of any interest in Mortgagor or, if a general partner of any partnership comprising Mortgagor is an entity, in such entity general partner of such partnership shall also constitute an Event of Default hereunder.

(b) The provisions of paragraph 4.07(a) shall apply to each and every transfer coming within the terms hereof, regardless of whether or not Mortgagee has consented to, or waived by its action or inaction, its rights hereunder with respect to any previous transfer covered hereby.

Section 4.08 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are made at the option of the Mortgagee, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, provided that such future advances are evidenced by an instrument or other writing which makes specific reference to this Mortgage as securing the payment thereof. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but

the total unpaid balance so secured at one time shall not exceed \$10,000,000.00 plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on THE MORTGAGED PROPERTY, plus interest thereon.

Section 4.09 WAIVER OF JURY TRIAL. NO PARTY TO THIS MORTGAGE OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY RELATED AGREEMENT OR INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS SECURED HEREBY OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the date first set forth above.

WITNESSES:

MORTGAGOR:

Masonic Lodge, LLC,
a Florida limited liability company

By: Levin Group, LLC, a Florida
limited liability company, as Manager

By: Harry Levin
Name: Harry Levin
Title: Manager

Post Office Address:
416 E. Belmont Street
Pensacola, Florida 32501

By: [Signature]
Name: Sherrod Levin
Title: Manager

Post Office Address:
416 E. Belmont Street
Pensacola, Florida 32501

By: [Signature]
Name: Evan Levin
Title: Manager

Post Office Address:
416 E. Belmont Street
Pensacola, Florida 32501

[Signature]
(Signature)
Julie Stevens
(Printed Name)
[Signature]
(Signature)
Amy E. Manning
(Printed Name)

[Signature]
(Signature)
Julie Stevens
(Printed Name)
[Signature]
(Signature)
Amy E. Manning
(Printed Name)

[Signature]
(Signature)
Julie Stevens
(Printed Name)
[Signature]
(Signature)
Amy E. Manning
(Printed Name)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 6th day of May, 2011, by Harry Levin, as Manager of Levin Group, LLC, a Florida limited liability company, acting in its capacity as Manager of Masonic Lodge, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



[Signature]
Notary Public (Signature)

(Printed Name)

(Title or Rank)

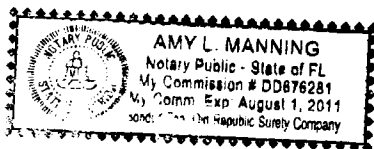
(Serial Number, if any)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 6th day of May, 2011, by Sherrod Levin, as Manager of Levin Group, LLC, a Florida limited liability company, acting in its capacity as Manager of Masonic Lodge, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



[Signature]
Notary Public (Signature)

(Printed Name)

(Title or Rank)

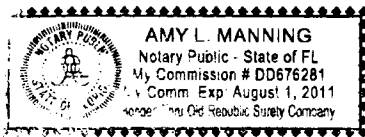
(Serial Number, if any)

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 6th day of May, 2011, by Evan Levin, as Manager of Levin Group, LLC, a Florida limited liability company, acting in its capacity as Manager of Masonic Lodge, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced a _____ (state) driver's license no. _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

F:\users\USC\Levin Group\Masonic Lodge, LLC - mortgage to The Teresa S. Levin Marital Trust (13077-64529)\Mortgage (Masonic)- FINAL (2).DOC

EXHIBIT A
(Legal Description)

The North 56.11 feet of Lot 261, Block 30, Old City Tract, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.

LESS AND EXCEPT: The East 57.20 feet of the North 46.00 feet of Lot 261, Block 30, Old City Tract, City of Pensacola, Escambia County, Florida, according to map of said City, copyrighted by Thomas C. Watson in 1906.

EXHIBIT B
(Permitted Encumbrances)

1. Taxes and assessments for the year 2011 and subsequent years, which are not yet due and payable.
2. Conditions and reservations as recorded in Deed Book 20, Page 420, in the public records of Escambia County, Florida.
3. Easement set forth in Deed Book 91, Page 578, in the public records of Escambia County, Florida.
4. Terms and conditions of any existing unrecorded Leases and all rights thereunder of the Lessees and any person or entity claiming by, through, or under said Lessees.

This Instrument Prepared by:
WILLIAM H. MITCHEM
Beggs and Lane
Post Office Box 12950
501 Commendencia Street
Pensacola, Florida 32501
(850) 432-2451
Florida Bar No.: 187836

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE ("Agreement"), dated and effective as of the 13th day of November 2012, ("Effective Date"), by and between the Teresa S. Levin Non-Exempt Marital Trust U/W Allen R. Levin U/A dated 06/19/06 ("Trust"), and Masonic Lodge, LLC, a Florida limited liability company ("Levin Group").

WITNESSETH:

WHEREAS, in connection with and to secure the obligations of Levin Group, Masonic Lodge, LLC, Harry J. Levin, Benjamin Lee Sherrod Levin, Evan M. Levin and Richard G. Levin ("Obligor," which term means individually, collectively, and interchangeably any, each and/or all of them), including without limitation, Obligor's agreement to indemnify Trust in the event of a default under a line of credit loan with Regions Bank (the "Regions Loan"), Levin Group executed and delivered that certain Mortgage recorded in O.R. Book 6719, Page 693 of the public records of Escambia County, Florida (the "Mortgage"), which constitutes a first perfected lien on the real property more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Masonic Lodge has elected (and Trust has consented) to refinance the Regions Loan by obtaining the Compass Loan (as defined below), which Compass Loan shall be secured by an Unconditional Guaranty of the Trust and by a first perfected lien in certain brokerage accounts owned by Trust; and

WHEREAS, Obligor and Trust have modified the Indemnification Agreement (as defined in the Mortgage) and the Loan Agreement (as defined in the Mortgage) so that the terms thereof apply to the Compass Loan and to the Compass Loan Documents (as defined below); and

WHEREAS, Masonic Lodge and Trust wish to modify the Mortgage so that it secures the Indemnification Agreement and the Loan Agreement, as so modified;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and successors and assigns of Masonic Lodge, where permitted, and the successors and assigns of Trust.

2. Modifications to the Mortgage. The terms of the Mortgage shall be modified as follows:

2.1 Any and all references to the "Regions Loan" will be replaced with a reference to that certain loan extended by Compass Bank to Levin Group on or about November 13, 2012 (the "Compass Loan").

2.2 Any and all references to the "Regions Loan Documents" will be replaced with a reference to those certain loan documents more particularly described on Schedule "A" attached to this Agreement and incorporated herein by this reference, which loan documents shall be collectively referred to as the "Compass Loan Documents."

2.3 Any and all references to the Indemnification Agreement and the Loan Agreement shall be revised to refer to such agreements, as the same may be modified and amended from time to time.

3. Ratification of Mortgage. Except as expressly modified herein, the Mortgage shall remain in full force and effect and unmodified. Masonic Lodge hereby reaffirms all of its obligations under the Mortgage, as modified, and agrees to perform each and all of the covenants, agreements and obligations in the Mortgage, as herein modified. Masonic Lodge hereby acknowledges that nothing herein invalidates or shall impair or release any covenant, condition, agreement or stipulation in the Mortgage, as expressly modified herein, or operate or be deemed a novation, and the same, except as herein expressly modified, shall continue in full force and effect and unmodified.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written

OBLIGOR(S):

Masonic Lodge, LLC, a Florida limited liability company

By: Levin Group, LLC, a Florida limited liability company, Manager

By: Harry J. Levin
Harry J. Levin, Manager

By: Benjamin Lee Sherrod Levin
Benjamin Lee Sherrod Levin, Manager

By: Evan M. Levin
Evan M. Levin, Manager

11-13-12
notary public State of Alabama
Harry J. Levin and Evan M. Levin

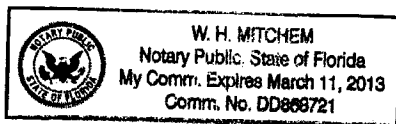
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Jeff Roberts
My Commission exp 11-5-16



STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of November, 2012, by Benjamin Lee Sherrod Levin, as a Manager of Levin Group, LLC, as the manager of Masonic Lodge, LLC, a Florida limited liability company, on behalf of said company. He/ ☒ is personally known to me or ☐ has produced a current Florida driver's license, as identification.



(SEAL)

A handwritten signature in dark ink, appearing to read "W. H. Mitchem", written over a horizontal line.

SIGNATURE OF NOTARY

Print Name: _____

My Commission Expires: _____

SCHEDULE "A"

1. That Promissory Note dated November 13, 2012, in the principal amount of \$8,000,000.00, as modified, extended and renewed from time to time (the "Note");
2. That certain Loan Agreement dated November 13, 2012 executed by Borrower in favor of Lender (the "Loan Agreement");
3. That certain Unconditional Guaranty dated November 13, 2012 executed by Martin H. Levin, as Trustee of the Non-Exempt Marital Trust u/w/o Allen Richard Levin dated June 19, 2006 (the "Guaranty");
4. That certain Security Agreement dated November 13, 2012 executed by Martin H. Levin, as Trustee of the Non-Exempt Marital Trust u/w/o Allen Richard Levin dated June 19, 2006 in favor of Lender (the "Security Agreement");
5. That certain Account Control Agreement by and between Martin H. Levin, as Trustee of the Non-Exempt Trust u/w/o Allen Richard Levin dated June 19, 2006 and Morgan Keegan & Company, Inc. for Account #31034762 (the "Morgan Keegan Agreement");
6. That certain Pledged Account Control Agreement by and between Martin H. Levin, as Trustee of the Non-Exempt Trust u/w/o Allen Richard Levin dated June 19, 2006 and Stifel, Nicolaus & Company, Incorporated, for Account #1781-0947 (the "Stifel Nicolaus Agreement");
7. That certain Statement of Purpose for an Extension of Credit Secured by Margin Stock (Federal Reserve Form U-1) dated November 9, 2012 (the "U-1 Statement"); and
8. That certain Trust Certification Affidavit dated November 13, 2012.

(Any and all instruments as described on this Schedule A, all as modified, amended, renewed and extended from time to time, referred to hereinafter collectively at times as the "Compass Loan Documents.")

This Instrument was prepared by:

M. Helen Gibson
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PENSACOLA
222 W. Main St.
Pensacola, Florida 32502

PROMISSORY NOTE

Type of Loan: CRA Commercial Façade Improvement Program
Date of Loan: _____
Loan Amount: \$ 50,000

GRANTOR'S NAME AND ADDRESS

Community Redevelopment Agency ("CRA") of the
City of Pensacola, Florida, a public body corporate
and politic of the State of Florida
222 W. Main Street
Pensacola, Florida 32502
("CRA" includes the CRA's successor and assigns)

GRANTEE'S NAME AND ADDRESS

Masonic Lodge, LLC
P.O. Box 12645
Pensacola, FL 32591
("I" includes each owner, jointly and severally)

The purpose of this loan is to rehabilitate the facade of the Property located at 5 East Garden St Pens FL 32502 (Property), pursuant to the CRA's Commercial Façade Improvement Program. If the CRA funded Improvements ("Project"), constructed pursuant to the Commercial Façade Improvement Program Guidelines and Application and Funding Agreement, defined as the program funding agreement dated March 24, 2019 and executed by the CRA and the Grantee ("Program Agreement") are modified, altered, removed or demolished as further specified in the Program Agreement and the Property is not sold, conveyed, transferred, demolished, or converted to one hundred percent (100%) residential use within five (5) years from the date of the execution of the Mortgage and Security Agreement dated June 28, 2019, and executed by the CRA and the Grantee simultaneous to this Note ("Mortgage"), as further specified in the Program Agreement, without the prior written CRA consent, I promise to re-pay to the CRA, at the address listed above, or to another location if designated by the CRA, all money loaned for the Project, as provided herein, in the sum of \$50,000, less any deductions as provided below. I have received this entire sum in the form of one or more disbursements. No additional disbursements are contemplated under this Promissory Note ("Note").

I will re-pay \$50,000 to the CRA in the following manner: If the Project is modified, altered, demolished, or removed, or the Property is demolished, converted to one hundred percent (100%) residential use, is sold, or if ownership of the Property is transferred within five (5) years from the date of execution of the Mortgage as further specified in the Program Agreement, I shall re-pay the CRA the amount of the Façade loan, said payment being limited, however, to the total amount of the loan divided by one thousand eight hundred twenty-five (1,825) representing the total number of

days in the indenture period of five (5) years, multiplied by the number of days remaining in the indenture period beginning from the Date on the Loan first written above.

This Note is secured by the Mortgage, executed and delivered this same date to the CRA, hereby incorporated by this reference, which conveys certain real property therein described in the county of Escambia, State of Florida ("Property"). I agree that if I fail to perform any of the terms, covenants or agreements contained in the Mortgage, then at the option of the CRA the sum remaining unpaid shall at once become due and collectible without notice, and the Mortgage shall at once become foreclosable upon the exercise of said option, time being of the essence of this contract.

The terms of this Note are to be construed and enforced according to the laws of the State of Florida.

All persons now, or hereafter, becoming parties hereto, as makers, endorsers, guarantors or otherwise, hereby waive demand and protest, and notice of demand, non-payment and protest and waive all objections to any extension or renewal of this Note, in whole or in part, made at or after maturity, and in case this Note is collected by an attorney, I agree to pay all costs of collection, including a reasonable attorney's fee.

Witnesses:

Mittler

Print Name: M. Helen Gibson

[Signature]

Print Name: Victoria DiAngelo

OWNER:

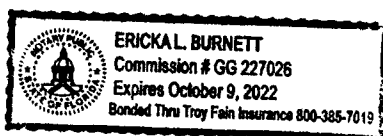
Harry Levin

Harry Levin
Masonic Lodge, LLC

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of June, 2019, by Harry Levin, who is personally known to me, or who has shown FL Driver's License as identification, and who did not take an oath.

(Notary Stamp)



Notary signature:

Erickal L. Burnett

Print name:

Erickal L. Burnett