

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA, OFFICE OF FINANCIAL
REGULATION,

CASE NO.: 07-43672 CA 09

Plaintiff,

v.

BERMAN MORTGAGE CORPORATION , a
Florida corporation, M.A.M.C.
INCORPORATED, a Florida corporation, DANA
J. BERMAN, as Owner and Managing Member,

Defendant.

and,

DB ATLANTA, LLC, a Florida Limited Liability
Company, **DB DURHAM, LLC**, a Florida
Limited Liability Company, **NORMANDY
HOLDINGS II, LLC**, a Florida Limited Liability
Company, **NORMANDY HOLDINGS III, LLC**,
a Florida Limited Liability Company,
ACQUISITIONS, LLC, a Florida Limited
Liability Company, **DBKN GULF
INCORPORATED**, a Florida Limited Liability
Company, **OCEANSIDE ACQUISITIONS,
LLC**, a Florida Limited Liability Company, **DB
BILOXI, LLC**, a Florida Limited Liability
Company, **DB BILOXI II, LLC**, a Florida
Limited Liability Company, , **DB BILOXI III,
LLC**, a Florida Limited Liability Company, **DBDS
VERO BEACH, LLC**, a Florida Limited Liability
Company, **DB TAMPA, LLC**, a Florida Limited
Liability Company, **DB SIMPSONVILLE, LLC**,
a Florida Limited Liability Company, **DBDS
NORTH MIAMI, LLC**, a Florida Limited
Liability Company, **REDLANDS RANCH
HOLDINGS, LLC**, a Florida Limited Liability
Company, **DBDS BISCAYNE PARK, LLC**, a
Florida Limited Liability Company, **DB
CARROLL STREET, LLC**, a Florida Limited
Liability Company,

Relief Defendants.

**THE ORIGINAL
FILED ON:**

JUN 18 2008

**IN THE OFFICE OF
CIRCUIT COURT DADE CO. FL.**

**RECEIVER'S MOTION TO AUTHORIZE THE RECEIVER TO
EXECUTE DOCUMENTS THAT ARE REQUIRED FOR
THE SALE OF CERTAIN RECEIVERSHIP ASSETS NUNC PRO TUNC**

Michael I. Goldberg, as State Court Appointed Receiver over Defendants Dana J. Berman ("Berman"), Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants DB Atlanta, LLC, et al., by and through undersigned counsel, hereby files this Motion to Authorize the Receiver to Execute Certain Documents that are Required for the Sale of Certain Receivership assets, i.e., property located at 155 N. Shore Drive, #155-2, Miami Beach, FL 33141, including the: (1) Closing Agreement between Normandy Holdings II, LLC and Global Wealth Management, LC and Thomas Heierli, Managing Member; (2) Affidavit of Normandy Holdings II, LLC; (3) Partial Release of Mortgage; (4) Warranty Deed by Normandy Holdings II, LLC; and (5) Bill of Sale, Absolute, to Global Wealth Management, LC, and Thomas Heierli, Managing Member, and states:

1. On December 11, 2007, this Court appointed Michael Goldberg (the "Receiver") to be the Receiver for the Defendants and the Relief Defendants. *See* Temporary Injunction and Agreed Order Appointing Receiver ("Receivership Order") attached hereto as Exhibit "A."

2. Among the Relief Defendants is Normandy Holdings II, LLC. As a Relief Defendant, Normandy Holdings II, LLC is a receivership asset subject to the exclusive jurisdiction of Judge Wilson in the Circuit Court of the Eleventh Judicial Circuit, and subject to the exclusive control of the Receiver:

The Court hereby takes exclusive jurisdiction and possession of the assets of the Defendants, Berman Mortgage, M.A.M.C., and Relief Defendants [including Normandy Holdings II, LLC], the "Receivership Assets", which includes, but are not limited to: files, records, documents, leases, mortgages, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, goods, chattels, rights, credit claims, both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants of all of the Defendants and Relief Defendants, all

other property, business offices, computers, servers, electronic data storage units, offsite storage locations, safety deposit boxes, monies, securities, choses in action, and properties, real and person, tangible and intangible, of whatever kind and description, wherever situation of the Defendants ... and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order.

Receivership Order, ¶ 3 (emphasis added); *see also*, Receivership Order, ¶ 13 (specifically recognizing Michael I. Goldberg as “the Receiver for ... Normandy Holdings II, LLC....”).

3. Relief Defendant Normandy Holdings II, LLC, holds the ownership rights to property located at 155 N. Shore Drive, #155-2, Miami Beach, FL 33141 (the “Unit”). The Unit is an asset of Relief Defendant Normandy Holdings II, LLC and thus, pursuant to the Receivership Order, the Unit is a receivership asset under the exclusive control of the Receiver.

4. The Receiver now seeks to sell the Unit to Global Wealth Management, LC, a Florida Limited Liability Co., and Thomas Heierli, Managing Member.

5. To finalize the sale of the Unit, certain documents must be executed, including, the: (1) Closing Agreement between Normandy Holdings II, LLC and Global Wealth Management, LC and Thomas Heierli, Managing Member (Exhibit “B”); (2) Affidavit of Normandy Holdings II, LLC (Exhibit “C”); (3) Partial Release of Mortgage (Exhibit “D”); (4) Warranty Deed by Normandy Holdings II, LLC to Global Wealth Management, LC, and Thomas Heierli, Managing Member (Exhibit “E”); and (5) Bill of Sale, Absolute (Exhibit “F”), (collectively, the “Documents”).

6. Importantly, this Court has already authorized the Receiver to execute contracts, instruments, and other agreements on behalf the Receivership Defendants and the entities controlled by the Receivership Defendants:

The Receiver is further authorized to ... execute, deliver, file and record such contracts, instruments, releases, indentures, certificates, and other agreements and documents, and to take such action as he deems advisable or proper for the marshalling, maintenance or preservation of the Receivership Assets. From and after the date of the entry of this Order, the Receiver shall have the authority to conduct the business operations of the Receivership Defendants and any entity it controls[.]

Receivership Order, ¶17 (emphasis added).

7. Undoubtedly, the Receiver deems the sale of the Unit action advisable for the marshalling, maintenance and preservation of the Receivership Assets.

8. Therefore, via the instant Motion, the Receiver seeks to exercise its control over Normandy Holdings II, LLC (and thus the Unit), and its authority to execute the Documents on behalf of Normandy Holdings II, LLC (a Relief Defendant and Receivership asset).

WHEREFORE, the Receiver moves this Court for entry of a *Nunc Pro Tunc* Order Authorizing it to execute certain documents that are required for the sale of an asset of Normandy Holdings II, LLC, i.e., the Unit, including the: (1) Closing Agreement between Normandy Holdings II, LLC and Global Wealth Management, LC and Thomas Heierli, Managing Member; (2) Affidavit of Normandy Holdings II, LLC; (3) Partial Release of Mortgage; (4) Warranty Deed by Normandy Holdings II, LLC; and (5) Bill of Sale, Absolute, to Global Wealth Management, LC, and Thomas Heierli, Managing Member, and any other relief deemed necessary by this Court.

CERTIFICATE OF SERVICE

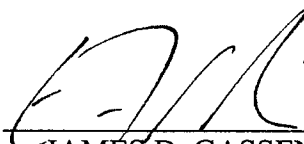
WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by Electronic Mail/Facsimile and/or U.S. Mail on this **18th day of June 2008**, to: **Cristina Saenz, Assistant General Counsel**, STATE OF FLORIDA, OFFICE OF FINANCIAL REGULATION, 401 N.W. 2nd Avenue, Suite N-708, Miami, Florida 33128; to **Alan M. Sandler, Esquire, Counsel for Defendants, Joel and Deborah Sokol, Darlene Levasser, Robert Dzimidas IRA, Lawrence Meyer IRA, Lawrence Meyer Roth IRA and Mary Joe Meyer SD IRA and Mary Joe Meyer Roth IRA**, of SANDLER & SANDLER, 117 Aragon Avenue, Coral Gables, Florida 33134; to **Allan A. Joseph, Esquire, Counsel for The Amid Companies and Amedia Family Investors**,

DAVID AND JOSEPH, P.L., 1001 Brickell Avenue, Suite 2002, Miami, Florida 33131; to **Richard R. Robles, Esquire**, LAW OFFICES OF RICHARD ROBLES, P.A., *Counsel for the Four Ambassadors Association, Inc.*, 905 Brickell Bay Drive, Tower II, Mezzanine, Suite 228, Miami, Florida 33131; to **Daniel Kaplan, Esquire**, *Counsel for Deborah A. Berman*, at the LAW OFFICES OF DANIEL KAPLAN, P.A., Turnberry Plaza, Suite 600, 2875 N.E. 191st Street, Aventura, Florida 33180; to **Howard N. Kahn, Esquire**, *Attorneys for Intervenor, Ira Sukoff*, KAHN, CHENKIN & RESNIK, P.L., 1815 Griffin Road, Suite 207, Dania, Florida 33304; to **Lawrence Shoot, Esquire**, *Attorneys for USA Funding*, 4830 SW 92nd Avenue, Miami, Florida 33165; to **Charles Pickett, Esquire and Linda Dickhaus Agnant, Esquire**, *Attorneys for Johns Manville*, CASEY CIKLIN LUBITZ MARTENS & O'CONNELL, P.A., 515 North Flagler Drive, Suite 1900, West Palm Beach, Florida 33401; to **Helen Schwartz Romañez, Esquire**, *Attorneys for Turnberry Bank*, The Romañez Law Firm, 255 Alhambra Circle, Suite 850, Coral Gables, Florida 33134; to **Charles W. Throckmorton, Esquire**, *Attorneys for Dana Berman*, KOZYAK TROPIN THROCKMORTON, P.A., 2525 Ponce de Leon Boulevard, 9th Floor, Coral Gables, Florida 33134; to **James S. Telepman, Esquire**, *Attorneys for Jericho All-Weather Opportunity Fund, LP*, COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER, 712 U.S. Highway One, Suite 400, North Palm Beach, Florida 33408-7146; and to **Allen P. Pegg, Esquire**, *Counsel for Ibex Cheoah I, LLC*, at MURAI, WALD, BIONDO, MORENO & BROCHIN, P.A., Two Alhambra Plaza, Penthouse 1B, Coral Gables, Florida 33134.

Respectfully submitted,

BERGER SINGERMANN
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By:


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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

CASE NO:

07-43672 CA 09

Plaintiff,

v.

BERMAN MORTGAGE CORPORATION,
a Florida corporation, M.A.M.C. INCORPORATED,
a Florida corporation, DANA J. BERMAN as Owner and
Managing Member,

Defendants,

and,

DB ATLANTA, LLC, a Florida Limited
Liability Company, DB DURHAM, LLC, a Florida Limited
Liability Company, NORMANDY HOLDINGS II,
LLC, a Florida Limited Liability Company, NORMANDY
HOLDINGS III, LLC, a Florida Limited Liability Company,
WATERSIDE ACQUISITIONS, LLC, a Florida Limited Liability
Company, DBKN GULF INCORPORATED, a Florida Limited
Liability Company, OCEANSIDE ACQUISITIONS, LLC,
a Florida Limited Liability Company, DB BILOXI, LLC, a Florida
Limited Liability Company, DB BILOXI II, LLC, a Florida
Limited Liability Company, DB BILOXI III, LLC, a Florida
Limited Liability Company, DBDS VERO BEACH, LLC, a
Florida Limited Liability Company, DB TAMPA, LLC, a
Florida Limited Liability Company, DB SIMPSONVILLE,
LLC, a Florida Limited Liability Company, DBDS NORTH MIAMI,
LLC, a Florida Limited Liability Company, REDLANDS RANCH
HOLDINGS, LLC, a Florida Limited Liability Company,
DBDS BISCAYNE PARK, LLC, a Florida Limited Liability
Company, DB CARROLL STREET, LLC, a Florida Limited
Liability Company,

Relief Defendants.

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CERTIFICATION ON LAST PAGE
HARVEY RUVIN, CLERK

EXHIBIT

"A"

TEMPORARY INJUNCTION AND AGREED ORDER
APPOINTING RECEIVER

This cause having come before the Court upon the State of Florida, Office of Financial Regulation's Complaint for a Temporary and Permanent Injunction and Appointment of a Receiver, and, after having reviewed the Complaint and Answer thereto filed by the Defendants and the Relief Defendants, and being otherwise advised in these premises, and further having heard of the agreement of the Parties, the Court does hereby:

ORDER AND ADJUDGE as follows:

1. It appears to the Court that an emergency exists in that the Defendants, Berman Mortgage Corporation ("Berman Mortgage"), M.A.M.C. Incorporated ("M.A.M.C."), and Dana J. Berman ("Berman") (collectively "Defendants"), and DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC, Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, who are defendants solely for purposes of equitable relief (the "Relief Defendants"), have violated and may continue to violate state securities laws and state mortgage lender laws in connection with the placement and servicing of mortgage loans which have been placed with investors who invested approximately \$192 million.

2. The Court is also concerned, and the evidence tendered to the Court shows that there is an imminent danger that the property of the Defendants and Relief

Defendants may be further dissipated and/or commingled if a Temporary Injunction and the appointment of a receiver is not issued.

3. The Court hereby takes exclusive jurisdiction and possession of the assets of the Defendants, Berman Mortgage, M.A.M.C., and Relief Defendants, the "Receivership Assets", which includes, but are not limited to: files, records, documents, leases, mortgages, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, goods, chattels, rights, credits claims, both asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants of all of the Defendants and Relief Defendants, all other property, business offices, computers, servers, electronic data storage units, offsite storage locations, safety deposit boxes, monies, securities, choses in action, and properties, real and personal, tangible and intangible, of whatever kind and description, wherever situated of the Defendants, Berman Mortgage and M.A.M.C., and Relief Defendants. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Agreed Order. The Receiver shall file an inventory of the "Receivership Assets" within sixty (60) days of the entry of this Agreed Order.

4. The Court further finds that a temporary injunction shall be entered against all of the Defendants and Relief Defendants, and a Receiver appointed for Defendants, Berman Mortgage and M.A.M.C., and all Relief Defendants to prevent immediate and irreparable injury to the investors who have entrusted over \$192,000,000 to the Defendants and Relief Defendants.

5. Immediate and irreparable injury will result to numerous investors if, as alleged by Plaintiff in its Complaint, the Defendants' representatives are allowed to

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transfer or commingle any assets(s) acquired with investor funds; or if the Defendants' and Relief Defendants' financial information is disturbed in any way which would have the effect of frustrating examination by the Court or the receiver. Any such injury would diminish the ability of the Defendants and Relief Defendants to satisfy an order of restitution or effect any rescission.

6. The Court has determined that it is probable that the Plaintiff would prevail on the claims and that the Plaintiff has no adequate remedy at law.

7. The appointment of a Receiver is both necessary and appropriate in this matter in order to prevent further waste and dissipation of the assets of the Defendants and Relief Defendants, to the detriment of its investors.

8. The State of Florida, Office of Financial Regulation is the agency charged, pursuant to Chapters 494 and 517, Florida Statutes, to protect the public from the illegal acts of mortgage brokerage and mortgage lending businesses and securities dealers and securities issuers, and the Court is therefore, waiving the bond requirement in this matter.

9. The Court finds that Plaintiff has a clear legal right to a statutory injunction as provided by Sections 494.0013 and 517.191, Florida Statutes.

IT IS FURTHER ORDERED AND ADJUDGED:

10. M.A.M.C., its officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with it, are hereby restrained and enjoined from the following acts:

A. Any and all violations of sections 494.0025 (4)(a), (b), (c) and (5), and 494.0072(2)(c), (f), (g) and (h), Florida Statutes;

B. Continuing to service loans for others in violation of Section 494.00721, Florida Statutes;

C. Co-mingling of investor funds in violation of 494.0076(1)(a)2, Florida Statutes.

11. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Selling or offering to sell an unregistered security in this state, without first registering the security with the Office of Financial Regulation, in violation of section 517.07, Florida Statutes;

B. Selling or offering to sell any securities in or from offices in this state, or selling securities to persons in this state from offices outside this state, by mail or otherwise, without first being registered as a dealer, associated person, or issuer with the Office of Financial Regulation, in violation of section 517.12, Florida Statutes;

12. The named Defendants and Relief Defendants, their officers, agents, servants, personal representatives, legal representatives, employees, and all other persons or entities acting in concert or cooperation with them, are hereby restrained and enjoined from the following acts:

A. Dissipating, selling, conveying, alienating, divesting themselves of, withdrawing, pledging as security, transferring, assigning, giving away, or in any manner whatsoever disposing of any of the monies or assets, including checking accounts, savings accounts, money market accounts, certificates of deposit, or any deposit of cash,

RECEIVED
HARVEY KATH, CLERK

securities or other things of value and any and all real property and improvements thereon, and any motor vehicle, vessel, aircraft, jewelry, art and any other personal property or other assets of any description, obtained with or derived directly or indirectly from any investor monies obtained by the Defendants from the placing and servicing of loans, mortgages, and investments, no matter how ownership or title is held, including, but not limited to, Berman Mortgage, M.A.M.C. and Berman, or in the names of any of the Relief Defendants, DB Atlanta, LLC, DB Durham LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC.

13. Michael I. Goldberg, whose telephone number is 954-463-2700, is appointed Receiver for Berman Mortgage Corporation, M.A.M.C. Incorporated, DB Atlanta, LLC, DB Durham, LLC, Normandy Holdings II, LLC., Normandy Holdings III, LLC, Waterside Acquisitions, LLC, DBKN Gulf Incorporated, Oceanside Acquisitions, LLC, DB Biloxi, LLC, DB Biloxi II, LLC, DB Biloxi III, LLC, DBDS Vero Beach, LLC, DB Tampa, LLC, DB Simpsonville, LLC, DBDS North Miami, LLC, Redlands Ranch Holdings, LLC, DBDS Biscayne Park, LLC and DB Carroll Street, LLC, and the Receivership Assets. The Receiver is hereby authorized to take and have possession of the Receivership Assets. The Receiver shall have complete and exclusive control, possession and custody of all Receivership Assets. The Receiver shall be vested with the usual powers and duties of equity receivers in like cases and is hereby authorized and

instructed to take possession of and control over the Defendants and Receivership Assets as defined herein, without any limitation of any kind as to his general duties.

14. All persons, including Berman Mortgage and MAMC, (the "Receivership Defendants"), all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, and specifically including any bank, brokerage company, or other financial or depository institution holding accounts for or on behalf of the Receivership Defendants shall promptly deliver to the Receiver all Receivership Assets in the possession or control of any one or more of them, and shall promptly surrender all books and records of any kind pertaining to the Receivership Defendants. This paragraph shall specifically apply to any and all depository and/or brokerage accounts held on behalf of the Receivership Defendants.

15. All persons, including the Receivership Defendants, and all of their partners, directors, officers, agents, servants, employees, stockholders, personal representatives, legal representatives, attorneys, accountants, as applicable, and all persons in active concert or participation with them who receive actual notice of this Order by personal service or otherwise, are stayed from:

(a) Commencing, continuing or enforcing any suit or proceeding against the Receiver or the Receivership Assets, except with the prior permission of the Court;

(b) Using self-help or executing or issuing or causing the execution or

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CERTIFICATION ON LAST PAGE
HARVEY RUBIN, CLERK

issuance of any court attachment, subpoena, replevin, execution or other process for the purpose of impounding or taking possession of or interfering with or creating or enforcing a lien upon any property owned by or in the possession of the Receivership Assets or the Receiver, wherever situated;

(c) Attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement, or other agreement with any of the Receivership Assets or any entity controlled by them.

(d) Doing any act or thing whatsoever to interfere with the taking control, possession, or management, by the Receiver of the Receivership Assets and asset owned, controlled or in the possession of the entity in receivership, or to in any way interfere with or harass the Receiver, or to interfere in any manner with the exclusive jurisdiction of this Court over the Receivership Assets; and,

(e) Causing the issuance of a subpoena on the Receiver, except with the prior permission of the Court.

16. The Receiver is hereby authorized to make appropriate notification to the United States Postal Service and/or any private delivery/messenger service to forward delivery of any mail addressed to the Receivership Defendants, or any company or entity under the direction or control of the Receivership Defendants, to the Receiver. The Receiver is also authorized to open and inspect all such mail, to determine the location or identity of assets or the existence and amount of claims or any other purpose authorized by this Order.

17. The Receiver is further authorized to make such ordinary and necessary

payments, distributions, and disbursements and execute, deliver, file and record such contracts, instruments, releases, indentures, certificates, and other agreements and documents, and to take such action as he deems advisable or proper for the marshalling, maintenance or preservation of the Receivership Assets. From and after the date of the entry of this Order, the Receiver shall have the authority to conduct the business operations of the Receivership Defendants and any entity it controls, including the authority to endorse all checks and drafts now or hereafter made payable to the Receivership Defendants.

18. Until further Order of the Court, this Order prohibits the prosecution of any civil action or other proceeding or the enforcement of any judgments against the Receivership Defendants.

19. The Receiver is hereby authorized to employ, without further order of the Court, such employees, accountants, and attorneys, consultants, investigators, and other professionals ("Outside Professionals") as is necessary and proper for the collection, preservation, maintenance and operation of the Receivership Assets, including entities of which the Receiver is a shareholder, to furnish legal, accounting and other advice to the Receiver for such purposes as may be reasonable and necessary during the period of receivership.

20. The Receiver is hereby authorized to receive and collect any and all sums of money due and owing to the Receivership Defendants, whether the same are now due or shall hereafter become due and payable, and is authorized to incur such expenses, satisfy such liabilities, and make such disbursements as are deemed, in his discretion, necessary and proper for the collection, preservation, maintenance and operation of the

Receivership Assets. The Receiver may abandon Receivership assets to duly perfected secured or lien creditors, if after due investigation and notice to parties in interest, he determines that either the Receivership Defendants have no equity in such asset(s) or such asset(s) are burdensome to the estate or are of inconsequential value and harmful to the Receivership estate. Further, the Receiver shall maintain appropriate insurance for the Receivership assets, their premises and/or locations, if appropriate in the Receiver's sole discretion.

21. The Receiver is hereby authorized and specifically has standing to institute, defend, compromise or adjust such actions or proceedings in state or federal courts now pending and hereafter instituted, as may in his discretion be advisable or proper for the protection of the Receivership Assets or proceeds thereof, and to institute, prosecute, compromise or adjust such actions or proceedings in state or federal courts as may in his judgment be necessary or proper for the collection, preservation and maintenance of the Receivership Assets and/or on behalf of the Receivership Defendants.

By this authorization and empowerment, this Court specifically determines that the Receiver is not prohibited and shall not be barred from bringing any action or proceeding due to the doctrine of in pari delicto. In addition, the Receiver is further empowered and authorized to file suit against any person(s) or entity(ies) to recover property of any of the Receivership Defendants, including, but not limited to, fraudulent conveyances and other claims and causes of action of the Receivership Defendants.

The Receiver is authorized to set depositions and demand production of documents on five (5) business days' notice. Any objections to documents requested by the Receiver may be stated at the deposition and reserved for hearing.

22. Any and all attorney(ies), accountants and any and all other professionals handling any matter for the Receivership Defendants shall cooperate with the Receiver and deliver all files, including attorney/client privileged communications and documents and all work product to the Receiver at his direction, notwithstanding any claim of a retaining lien which, if valid, is not extinguished by the delivery of the documents.

Further, Berman Mortgage Corporation, M.A.M.C. Incorporated, Dana J. Berman, the Relief Defendants, and their officers, agents, partners, servants, employees and transferees shall cooperate fully with the Receiver and comply with the Receiver's request(s) for information, records and documentation so that the Receiver may perform his duties with full information and knowledge.

23. The Receiver and his retained personnel or professionals are entitled to reasonable compensation and expense reimbursement out of the Receivership Assets. The Receiver is authorized to pay from the receivership estate's funds eighty percent (80%) of the ordinary and reasonable fees and one hundred percent (100%) of the costs of such Outside Professionals upon receipt of a bill from the Outside Professionals. The remaining twenty percent (20%) of fees shall be withheld (the "holdback") pending final application to the Court for approval of all fees and expenses of such Outside Professionals, including the holdback.

24. The Receiver and his attorneys and his agents are entitled to rely on all outstanding rules of law and court orders, and shall not be liable to anyone for their own good faith compliance with any order, rule law, judgment, or decree. In no event shall the Receiver or his attorneys or his agents be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver, attorney, or agent for

Receiver, nor shall the Receiver or his attorney or his agents be liable to anyone for any actions taken or omitted by them except upon a finding by this Court that they acted or failed to act, as a result of malfeasance, bad faith, gross negligence, or in reckless disregard of their duties. The Receiver and his attorneys and his agents shall be indemnified and held harmless out of the Receivership Assets for all costs and expenses, including reasonable attorney's fees, incurred as a result of such actions. The Receiver and his attorneys and his agents may rely on, and shall be protected in acting upon, any resolution, certificate, statement, opinion, report, notice, consent, order, or other paper or documents believed to be genuine and to have been signed or presented by the proper party or parties. The Receiver may consult with legal, financial, or accounting advisors for any action taken or omitted to be taken by it in accordance with the advice thereof. Persons dealing with the Receiver shall only look to the receivership Assets to satisfy any liability, and neither the Receiver nor his attorneys or his agents or professionals shall have any personal liability to satisfy any such obligation.

25. From time to time, upon the application of the Receiver, the Court may amend or reissue this Order.

26. The Receiver shall not be required to post any bond.

IT IS FURTHER ORDERED:

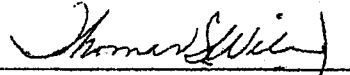
27. That this Court shall retain jurisdiction of this action for all purposes.

28. The Receiver is hereby authorized, empowered, and directed to apply to this Court, with notice to the Receivership Defendants named in this action for issuance of such other orders as may be necessary and appropriate in order to carry out the mandate of this Order.

APPROVE COURT
CERTIFICATION OF COURT 1992
HARRY RICH, CLERK

IT IS FURTHER ORDERED that this Order will remain in effect until and unless modified by further Order of this Court.

DONE AND ORDERED in Chambers, in Miami, Miami-Dade County, Florida, on this 11 day of December 2007.



CIRCUIT COURT JUDGE

THOMAS S. WILSON, Jr.

Copies furnished to:

Alan L. Goldberg, Chief Restructuring Officer, M.A.M.C.

Dana J. Berman

Daren A. Schwartz

Michael I. Goldberg, Esquire, Receiver

Cristina Saenz, Assistant General Counsel, Office of Financial Regulation

STATE OF FLORIDA, COUNTY OF MIAMI-DADE

I hereby certify that the foregoing is a true and correct copy of the original on file in this office 12/11 AD 2007

HARVEY RUVIN, CLERK
Circuit and County Courts

(SEAL)

Deputy Clerk 



CLOSING AGREEMENT

Seller(s): Normandy Holdings II, LLC

Buyer(s): Global Wealth Management, LC and Thomas Heierli, Managing Member

Closing Agent: San Carlos Title Services, Inc.

Property Location: 155 N. Shore Drive, #155-2, Miami Beach, FL 33141

TAX RE-PRORATION AGREEMENT: If the property tax Bill for the year of closing has not been issued by the Tax Collector at the time of closing, then the tax prorations set forth on the closing statement are based upon an estimate. The basis of proration as set forth on the closing statement is hereby accepted by the parties to this transaction. It is hereby understood and agreed that the actual taxes, if different, will be adjusted between the parties. Closing Agent is not responsible for adjustment or re-proration of taxes.

AGREEMENT TO COOPERATE: If requested by Lender (if any), or Closing Agent, the parties agree to fully cooperate and adjust for clerical errors, including the execution or re-execution of any reasonable document and/or the remittance of any additional sum.

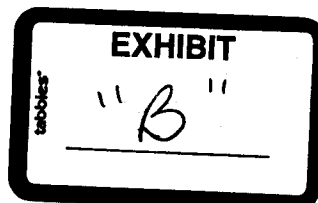
HOMEOWNER'S / CONDOMINIUM ASSOCIATION(S) (IF APPLICABLE): The Buyers acknowledge the existence of any homeowner's and/or condominium association(s) and are aware that monthly, quarterly or annual maintenance assessments may be due to said association(s). Said association(s) may also have the authority to regulate and enforce community covenants and restrictions.

PROPERTY CONDITION: Closing Agent does not make any representations or warranties nor assume any liability with respect to the physical condition of the property, and any repairs to the property.

SURVEY(IF REQUIRED OR OBTAINED): The Buyers hereby acknowledge receipt of a copy of any survey prepared for the subject transaction. The Buyers have reviewed said survey and accept title subject to the matters set forth on said survey.

CLOSING/SETTLEMENT STATEMENT: Closing Agent does not adjust and/or assume liability for charges for water, rents, gas, electricity, taxes on personal property, garbage taxes or fees, license taxes, association assessments or dues, or estoppel information furnished by mortgagees or others. The closing/settlement statement has been reviewed and approved, and the Closing Agent is irrevocably authorized to make disbursements in accordance therewith.

CURRENT MORTGAGES: The Seller acknowledges that the payoff statement received by the Closing Agent from the current mortgagees may be subject to final audit after receipt of the payoff funds resulting in a demand by said mortgagee for additional funds and Seller agrees to hold San Carlos Title Services, Inc. harmless for the loss or damage incurred due to any inaccurate payoff balance whether in writing or given verbally and agrees to pay the shortage immediately to San Carlos Title Services, Inc..



PARTIES: "Seller" and "Buyer" indicate singular or plural, as the context so requires or admits.

Normandy II Holdings, LLC - Seller

Global Wealth Management, LC - Buyer

Date: _____

Thomas Heierli, Managing Member -
Buyer

Date: _____

SELLER(S) ADDRESS AND PHONE NUMBER(S) AFTER CLOSING

Address:

Phone Number(s)

Home: _____

Work: _____

E-Mail Address: _____

Other: _____

AFFIDAVIT

STATE OF FLORIDA COUNTY OF MIAMI-DADE

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared this day, **Normandy Holdings II, LLC, a Florida Limited Liability Co.**, who, after being duly sworn, deposes and says as follows:

Legal Description: See attached exhibit "A"

1. That the Affiant has personal knowledge of all matters set forth herein, warranting the accuracy of same and is (will be) the fee simple title holder of the above described real property.
2. That there are no unresolved contractual disputes, outstanding contracts for the sale of the property, unrecorded deeds, mortgages, easements, leases, options or other conveyances which could affect title to the property.
3. That there are no liens, encumbrances, mortgages, claims, demands or security interests in or against the property or any appliances, fixtures or equipment installed or affixed to the property; and that there are no unpaid taxes, municipal liens, levies, assessments, special assessments, paving liens or utility liens against the property (other than real estate taxes for the current year).
4. That there are no improvements and/or repairs or contracts for improvements and/or repairs made upon the property within the past ninety (90) days for which there remain any outstanding and/or unpaid bills for labor, materials, supplies, or services for which a lien or liens have or could attach to the property.
5. There are no matters pending against the Affiant which could give rise to a lien that could attach to the property during the period of time between the effective date of the title insurance commitment and the time of recording of the deed of conveyance; and that the Affiant has not and will not execute any instrument that would adversely affect the title to the property from the effective date of the title insurance commitment through the date of recording the deed of conveyance.
6. There are no actions, proceedings, judgments, claims, disputes, demands or other matters pending against Affiant in any State or Federal Court that could attach to the property including but not limited to tax liens, bankruptcy, receivership or insolvency proceedings.
7. That Affiant is in exclusive, complete and undisputed possession of the property and no other person or entity has any right to possession of the property, or asserts any claim of title or other interests which could affect title to the property.
8. That there are no violations of governmental laws, sales tax laws, zoning regulations or ordinances pertaining to the use of the property, or any violations of any enforceable covenants, restrictions, declarations, easements or conditions, pertaining to the property, nor do any improvements on the property violate municipal, subdivision or platted building setback lines.
9. That there are no encroachments of buildings, fences or other improvements onto the property, nor do any buildings, fences or other improvements located on the property encroach on to any abutting property, nor are there any disputes concerning the location of the boundary lines of the property.
10. The Affiant knows of no use, past or present, wherein the property has been or is being used for the handling, storage, transportation, disposal or the production of hazardous and/or toxic materials.
11. That Affiant is under no legal disabilities and is executing this and other closing documents of his or her own free will, and that the marital status above stated and as shown on the deed of conveyance is his or her true and correct marital status as of the date of the Affidavit.

13. Affiant agrees that in consideration of **San Carlos Title Services, Inc.** obtaining and providing the figures, including the tax proration, in the event the actual figures differ from those used at closing, an adjustment shall be made between the respective parties and in no case shall **San Carlos Title Services, Inc.** be held responsible for any differences in any amount between those figures used at closing and the actual figures. The Affiant herein releases, indemnify(ies) and holds harmless **San Carlos Title Services, Inc.** for any such differences, including **San Carlos Title Services, Inc.**'s attorneys' fees and court costs, and in no way will hold **San Carlos Title Services, Inc.** liable should Buyers fail and/or refuse to complete any reproration.
14. Affiant consents to, pursuant to Rule 4-186.008(3) of the Florida Administrative Code, and acknowledges that the funds collected at closing may be placed in an interest bearing account with the interest accruing to and taxable to **San Carlos Title Services, Inc.**.
15. Affiant gives this Affidavit for the express purpose of inducing **San Carlos Title Services, Inc.** to disburse, at the time of closing, the proceeds of sale, mortgage payoff(s), and/or disbursements made in accordance with any agreements made between the Affiant, Buyers and/or lender and to cause **San Carlos Title Services, Inc.**, agents for **Attorneys' Title Insurance Fund, Inc.**, to insure title to the property and/or mortgage. This Affidavit is made with the full understanding of the law regarding liability for any misrepresentation herein. As further inducement, the Affiant agrees to be bound by his or her statements made herein, and should any of these statements be untrue necessitating any legal action by **San Carlos Title Services, Inc.**, Affiant will indemnify and hold harmless **San Carlos Title Services, Inc.** for any loss and/or damages including attorneys' fees and court costs arising out of said legal action.

FURTHER AFFIANT(S) SAYETH NAUGHT.

Witness Signature

Normandy II Holdings, LLC

Witness Signature

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of May, 2008 by; _____, authorized signor for; Normandy Holdings II, LLC , who is personally known to me or has produced _____ as identification.

Printed Name:
Notary Public

My Commission Expires:

PARTIAL RELEASE OF MORTGAGE

Know All Men By These Presents:

WHEREAS, **Rivo Alto Normandy Holdings , LLC**, a Florida Limited Liability Company; **Mortgagee**, the owner and holder of Mortgage bearing date the 16th day of November, 2006 and recorded on; November 17th, 2006, in the office of the Clerk of Circuit Court in and for the County of Miami-Dade, Florida, in Official Records Book 25108, at Page 2399, as modified by that certain Collateral Assignment of Rents and Leases, recorded November 17th, 2006 in Official Records Book 25108, at Page 2440, said mortgage given to **TotalBank**, a Florida banking corporation, and said Mortgage being assigned to : **Rivo Alto Normandy Holdings, LLC**, a Florida Limited Liability Company, by assignment recorded on January 31st, 2008, in Official Records Book 26190, at Page 4618, of the Public Records of Miami-Dade County, Florida, the premises therein particularly described, to secure the payment of the sum of; **FOUR MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100 (\$4,950,000.00)**.

AND WHEREAS, the said Mortgagor has requested the said Mortgagee to release the premises hereinafter described, being part of said mortgaged premises, from the lien and operation of said Mortgage:

NOW THEREFORE: KNOW YE, That the said Mortgagee as well in consideration of the premises as of the sum of TEN DOLLARS (\$10.00), to it paid by the said Mortgagor at the time of the execution hereof, the receipt whereof is hereby acknowledged, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said mortgage unto the said Mortgagor, Its heirs and assigns all that piece parcel or tract of land, being a part of the premises conveyed by said Mortgage, to-wit:

See Exhibit "A", Legal Description, attached hereto and made a part hereof as if fully set forth herein.

TO HAVE AN TO HOLD the same, with the appurtenances, unto the said Mortgagor , Its heirs and assigns forever, freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof; Provide always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises not hereby released therefrom, or any of the rights and remedies of the holder thereof.

IN WITNESS WHEREOF, the said Mortgagee has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this ____ day _____, 2008.

Signed, sealed and delivered in the presence of (Corporate Seal)

Rivo Alto Normandy Holdings, LLC

BY: _____
Joel Edelstein, Managing Member

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, the foregoing instrument was acknowledged by the person whose name is subscribed to the foregoing instrument as the person executing the same, and that the person executing the same is the person whose name is subscribed to the foregoing instrument as the person executing the same.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Robert Rosenberg, V.P.
San Carlos Title Services, Inc.
250 Bird Road Suite 200
Coral Gables FL 33146

Property Appraisers Parcel Identification (Folio) Number: 02 32030071486

SPACE ABOVE THIS LINE FOR RECORDING DATA

WARRANTY DEED

THIS WARRANTY DEED, made the _____ day of May, 2008 by Normandy Holdings II, LLC, a Florida Limited Liability Co., whose post office address is 3250 Mary St., Suite 501, Coconut Grove, FL 33133 herein called the Grantor, to Global Wealth Management, LC, a Florida Limited Liability Co., Thomas Heierli, Managing Member whose post office address is 155 N. Shore Drive, #155-2, Miami Beach, FL 33141, hereinafter called the Grantees:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

W I T N E S S E T H: That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all that certain land situate in MIAMI-DADE County, State of Florida, viz.:

See Attached "Exhibit A"

Subject to easements, restrictions and reservations of record and taxes for the year 2008 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with said Grantees that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2005.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Printed Name:

As authorized signor for Normandy Holdings II,
LLC

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of May, 2008 by: _____, as authorized signor for; Normandy Holdings II, LLC who is personally known to me or has produced _____ as identification

BILL OF SALE, ABSOLUTE

This Instrument was Prepared By
Manuel J. Mari, Esq.
San Carlos Title Services, Inc.
250 Bird Road Suite 200
Coral Gables Fl 33146

KNOW ALL MEN BY THESE PRESENTS:

That Normandy Holdings II, LLC, a Florida Limited Liability Co., whose address is **3250 Mary St., Suite 402, Coconut Grove, FL 33133**, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, to be paid by **Global Wealth Management, LC, a Florida Limited Liability Co., Thomas Heierli, Managing Member**, whose post office address is 155 N. Shore Drive, #155-2, Miami Beach, FL 33141, parties of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the parties of the second part, their heirs, successors and assigns, the following good and chattels located at **155 N. Shore Drive, #155-2, Miami Beach, FL 33141**:

NONE

To Have and to Hold the same unto the said parties of the second part, their heirs, successors and assigns forever.

And they do for themselves and their heirs, successors and assigns, covenant to and with the parties of the second part, their heirs, successors and assigns, that they are the lawful owners of the said goods and chattels; that they are free from all encumbrances; that they have good right to sell the same aforesaid, and that they will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said parties of the second part, their heirs, successors and assigns, against the lawful claims and demands of all persons whomsoever.

In Witness whereof, the parties of the first part have hereunto set their hands and seals this **13th** day of **May, 2008**.

Signed, sealed and delivered in the presence of us:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Normandy II Holdings, LLC

3250 Mary St., Suite 501, Coconut Grove, FL
33133

**STATE OF FLORIDA
COUNTY OF MIAMI-DADE**

The foregoing instrument was acknowledged before me this _____ day of **May, 2008**, by; _____, authorized signor for; **Normandy Holdings II, LLC** who [] is personally known to me or [] produced _____ as identification.