

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

STATE OF FLORIDA, OFFICE OF
FINANCIAL REGULATION,

GENERAL JURISDICTION DIVISION
CASE NO.: 07-43672 CA 09

Plaintiff,

vs.

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, et al.,

Relief Defendants.

THE ORIGINAL
FILED ON:
JUL 01 2010
IN THE OFFICE OF
CIRCUIT COURT DADE CO., FL

**RECEIVER'S MOTION FOR AN ORDER APPROVING
THE EXECUTION OF (A) EXCLUSIVE RIGHT OF SALE
DATED JUNE 7, 2010 WITH MAMC BELLA VISTA LLC; AND (B) EXCLUSIVE
RIGHT OF SALE DATED JUNE 24, 2010 WITH MAMC SOUTHCHASE, LLC**

Michael I. Goldberg, as State Court Appointed Receiver over Defendants Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants files this Motion for an Order Approving the Receiver's Execution of (A) Exclusive Right of Sale dated June 7, 2010 for MAMC Bella Vista LLC's property located in Jacksonville Beach, Florida and (B) Exclusive Right of Sale dated June 24, 2010 for MAMC Southchase, LLC's sale of property located in Orlando, Florida (the "Motion") 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 generally* Temporary Injunction and Agreed Order Appointing Receiver ("Receivership Order").

BERGER SINGERMAN
attorneys at law

Boca Raton Fort Lauderdale Miami Tallahassee

2. Prior to receivership, Defendant, Berman Mortgage Corporation was in the business of lending money to high credit risk borrowers, including single purpose real estate LLCs owned by the principal of MAMC, Dana Berman, and solicited and raised funds from individuals. Defendant, M.A.M.C. Incorporated (“M.A.M.C. Inc.”) operated as loan servicer for these loans.

3. Since the inception of the Receivership, the Receiver has operated M.A.M.C. Inc. using outside professionals hired by the Receiver to manage and liquidate the portfolio of loans and properties, including but not limited to, managing and overseeing projects and accounts and representing the interests of the companies and the lenders to marshal, preserve and market the Receivership Assets.

4. Pursuant to paragraph 3 of the Receivership Order, Judge Wilson specifically states that all receivership assets are subject to the exclusive jurisdiction of Judge Wilson in the Circuit Court of the Eleventh Judicial Circuit, and such assets shall be under 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, 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 situated 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.

5. On August 11, 2008, the Court entered an Order granting Receiver’s Motion to Expand Receivership to include Additional Relief Defendant MAMC Bella Vista, LLC. (the “August Order”)

6. On January 13, 2010, the Court entered an Order granting Receiver's Motion to Expand Receivership to Include Relief Defendant MAMC Southchase, LLC (the "January Order").

7. As a result, both MAMC Bella Vista LLC and MAMC Southchase, LLC are subject to the receivership.

I. EXCLUSIVE RIGHT TO SALE - MAMC BELLA VISTA LLC

8. M.A.M.C. Inc. serviced a loan from Coconut Grove Bank, as Custodian of the Charles R. Gremler IRA, to Bella Vista Del Mar By Omake LLC, a Florida limited liability company, for the purchase of property located at 97 First Street South, Jacksonville, Florida 32250 (the "Property"). Bella Vista Del Mar By Omake LLC defaulted on the loan. Thereafter, Coconut Grove Bank foreclosed on the loan and acquired the Property through a credit bid at foreclosure.

9. Importantly, Coconut Grove Bank assigned its interest in the credit bid to MAMC Bella Vista LLC – a Florida limited liability company created by the Receiver on behalf of M.A.M.C. Inc. to take title to the Property.

10. MAMC Bella Vista LLC purchased the Property at public sale on July 23, 2008.

11. As stated above, MAMC Bella Vista LLC is subject to the Receivership Order as a result of the August Order.

12. Pursuant to the Receivership Order, on June 7, 2010, the Receiver executed an Exclusive Right of Sale with Colliers Dickinson ("Broker") granting the Broker the exclusive right to market and use its best efforts to secure a purchaser for the Property. See Exclusive Right of Sale attached as **Exhibit "A."**

13. The Receiver seeks this Court's approval of the Exclusive Right of Sale of MAMC Bella Vista LLC's Property and the Receiver's execution thereof.

II. EXCLUSIVE RIGHT TO SALE – MAMC SOUTHCHASE, LLC

14. M.A.M.C. Inc. serviced a loan from investors assembled by Berman Mortgage Corporation totaling over \$2.37 Million in principal to Southchase Commerce Center, LLC, which loan was secured by a mortgage on property located in Orlando, Florida (the “Property”).

15. Southchase Commerce Center, LLC defaulted on the loan and the M.A.M.C. Lenders foreclosed on the Property in a case styled: *M.A.M.C. Inc. vs. Southchase Commerce Center, LLC, Florida Ninth Judicial Circuit Case No. 07-CA-5869*.

16. Importantly, the Lenders assigned their interests in the credit bid to MAMC Southchase, LLC – a Florida limited liability company created by the Receiver on behalf of MAMC Incorporated to take title to the Property.

17. At the foreclosure sale of the Property, MAMC Southchase, LLC was the successful bidder and acquired the Property.

18. As stated above, MAMC Southchase, LLC is subject to the Receivership Order as a result of the January Order.

19. Pursuant to the Receivership Order, on June 24, 2010, the Receiver executed an Exclusive Right of Sale with Maury L. Carter & Associates, Inc. (“Broker”) granting the Broker or any co-broker the exclusive right to market and use its best efforts to secure a purchaser for the Property. *See* Exclusive Right of Sale (MAMC Southchase, LLC) attached as **Exhibit “B.”**

20. The Receiver seeks this Court’s approval of the Exclusive Right of Sale of MAMC Southchase, LLC’s Property and the Receiver’s execution thereof.

21. The Receiver executed both Exclusive Rights of Sale subject to the Receivership Order authorizing the Receiver to execute contracts, instruments, and other agreements on behalf of the Receivership Defendants and the entities controlled by the Receivership Defendants which states that:

[t]he 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.

22. In accordance with the procedures established by the Receivership Court, the Receiver has posted a copy of (1) the instant Motion; (2) Notice of Hearing regarding same; and (3) a copy of both Exclusive Rights of Sale on the Receiver's website. The M.A.M.C. Lenders receive notice of the posting by e-mail.

WHEREFORE, the Receiver moves this Court for entry of an Order:

- a. approving the Exclusive Right of Sale for MAMC Bella Vista LLC dated June 7, 2010 and the Receiver's execution thereof and authorizing the Receiver to perform all acts and execute all documents necessary to effectuate the terms of the Exclusive Right of Sale;
- b. approving the Exclusive Right of Sale for MAMC Southchase, LLC dated June 24, 2010 and the Receiver's execution thereof and authorizing the Receiver to perform all acts and execute all documents necessary to effectuate the terms of the Exclusive Right of Sale;
- c. finding that the notice and established procedures of posting to the Receivership website and e-mail distribution to the Lenders constitute adequate notice of the instant Motion and hearing thereon; and
- d. awarding such other and further relief this Court deems just and proper.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail on this **1st day of July, 2010**, to the attached service list.

Respectfully submitted,

BERGER SINGERMAN

Attorneys for Receiver, Michael Goldberg

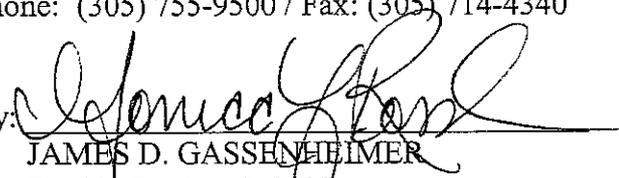
1000 Wachovia Financial Center

200 South Biscayne Boulevard

Miami, Florida 33131

Phone: (305) 755-9500 / Fax: (305) 714-4340

By:



JAMES D. GASSENHEIMER

Florida Bar No. 959987

E-Mail: jgassenheimer@bergersingerman.com

MONICA ROSSBACH

Florida Bar No. 013641

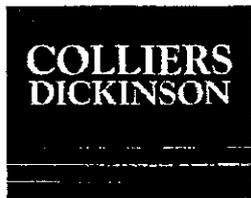
E-Mail: mrossbach@bergersingerman.com

SERVICE LIST

<p>Cristina Saenz Assistant General Counsel STATE OF FLORIDA OFFICE OF FINANCIAL REGULATION 401 N.W. 2nd Avenue, Suite N-708 Miami, FL 33128</p>	<p>Alan M. Sandler, Esquire <i>Counsel for Joel and Deborah Sokol, Darlene Levasser, Robert Dzimidas IRA, Lawrence Meyer IRA, Lawrence Meyer Roth IR</i> <i>Mary Joe Meyer SD IRA; Mary Joe Meyer Roth IRA</i> SANDLER & SANDLER 117 Aragon Avenue Coral Gables, FL 33134</p>
<p>Charles W. Throckmorton, Esquire <i>Attorneys for Dana Berman</i> KOZYAK TROPIN THROCKMORTON, P.A. 2525 Ponce de Leon Boulevard, 9th Floor Coral Gables, FL 33134</p>	<p>Paul Huck, Esquire Dean C. Colson, Esquire COLSON HICKS EIDSON 255 Aragon Avenue, Second Floor Coral Gables, FL 33134</p>
<p>Jason S. Miller, Esquire <i>Counsel for Flagstar Bank</i> ADORNO & YOSS, LLP 2525 Ponce de Leon Boulevard, Suite 400 Coral Gables, FL 33134</p>	<p>Maurice Baumgarten, Esquire ANANIA, BANDKLAYDER, BLACKWELL, BAUMGARTEN, TORRICELLA & STEIN Bank of America Tower – Suite 4300 100 SE 2nd Street Miami, FL 33131</p>
<p>Mark A. Basurto, Esquire and Charles Evans Glausier, Esquire, Attorneys for Gulf Island Beach and Tennis Club Condominium Association, Inc. BUSH ROSS, P.A. Post Office Box 3913 Tampa, Florida 33601-3913</p>	<p>Charles L. Neustein, Esquire CHARLES L. NEUSTEIN, P.A. 777 Arthur Godfrey Road, Second Floor Miami Beach, FL 33140</p>
<p>William Dufoe, Esquire Robert W. Lang, Esquire HOLLAND & KNIGHT, LLP 100 North Tampa Street, Suite 4100 Tampa, FL 33602</p>	<p>Deborah Poore Fitzgerald, Esquire WALTON LANTAFF SCHROEDER & CARSON, LLP Corporate Center, Suite 2000 100 East Broward Boulevard Fort Lauderdale, FL 33301</p>
<p>Peter Valori, Esquire DAMIAN & VALORI, LLP 1000 Brickell Avenue, Suite 1020 Miami, FL 33131</p>	

cc: The Honorable Jerald Bagley (*via U.S. Mail*)
Michael Goldberg, Esq., as Receiver (*via e-mail*)
The Investor(s)/Lender(s) Group (*via e-mail*)
Posted to the Berman Mortgage Website

2856127-2



Colliers International
Real estate services

EXCLUSIVE RIGHT OF SALE

In consideration of One Dollar (\$1.00) paid by Colliers Dickinson, hereinafter referred to as Broker, to

Owner: MAMC Bella Vista LLC

and is hereby acknowledged, and in further consideration of Broker's agreement to list the property belonging to owner described as:

Re: 175511-0000
97-1st Street South
Jacksonville Beach, FL 32250

mg

mg

June 10, 2010 (see Exhibit "A")

December 31, 2010

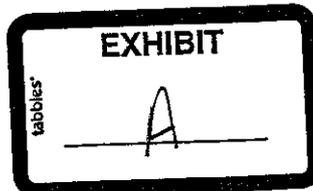
Owner hereby grants to Broker an Exclusive Right of Sale on subject property for a period beginning on ~~April 22, 2010~~ and expiring on ~~October 31, 2011~~. Broker agrees to advertise subject property in such a manner as Broker may deem advisable and to use its best efforts to secure a purchaser, and to cooperate with other Brokers. This agreement may be continued by a written agreement signed by both Parties. During the term, the Broker has the exclusive right and authority to find a purchaser for the above described property at the price and upon the terms hereinafter set forth, or at any other price and terms acceptable to the Owner.

In the event Broker secures a purchaser for the property, the usual and customary practice for the examination of title, curing defects of title and for closing the transaction shall apply. Owner agrees to execute and deliver to the purchaser a good and sufficient special warranty deed, free and clear of all liens and encumbrances except those which the purchaser shall assume as part of the purchase price and which are specifically detailed in the purchase contract.

Owner grants the exclusive right to install a "For Sale" sign on the property and further agrees to refer to Broker all inquiries which Owner may receive during the continuance of this agency.

For finding a purchaser ready, willing and able to purchase the above property at closing, Owner agrees to pay Broker a commission of 6 % of the purchase price, if, and only if, closing occurs. Said commission is payable whether the purchaser be secured by listing Broker, or any other Broker. A commission is payable if the property is contracted on within nine months from the termination of this agency to a purchaser to whom it was submitted by Broker, or a cooperating Broker, and whose name has been disclosed to the Owner, in writing, within 10 days from written notice of termination or expiration of the term.

The foregoing 6% commission shall be increased to 7% in the event that there are any cooperating Brokers; provided, however, Broker shall be solely responsible for paying any such cooperating Brokers.



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In the event the property is leased or rented, Owner will pay Broker, when lease is signed by both parties, a commission of 6% of the gross rent collections for the base term of the lease and 6% of the gross rent collections of any renewal leases. All leasing commissions payable up front and in full to Broker upon execution of lease for base term. If the Tenant is required by the Owner to deposit funds into an Escrow Account then any commissions earned by Colliers Dickinson shall first be paid through the disbursements of such funds. In such case a separate Brokers statement showing the disbursements of the escrow funds will be submitted to the Owner. Renewal commissions are payable up front and in full to Broker upon execution of each renewal term. If tenant subsequently purchases property, Owner agrees to pay Broker commission based upon 6% of the purchase price less any unearned (earned leasing commissions are on the amount of time tenant leased prior to purchase), leasing commission. This is payable at the time of closing.

In the event of a build-to-suit or joint venture, a real estate commission equal to the real estate commission on the sale of the subject property will be paid to the listing agent at the time the written agreements are signed by the Seller.

The price for which this property is to be sold is \$ 2,500,000

If either Party is required to institute legal action against the other Party relating to this Agreement, the Prevailing Party shall be entitled to recover its reasonable attorney's fees and costs.

COMMERCIAL LIEN ACT DISCLOSURE: The Florida Commercial Real Estate Sales Commission Lien Act provides that when A BROKER has earned a commission by performing licensed services under a brokerage agreement with you, the BROKER may claim a lien against your net sales proceeds for the BROKER'S commission. The BROKER'S lien rights under the act cannot be waived before the commission is earned.

Owner agrees to disclose to Broker and to prospective purchasers any action taken to enforce or recover damages for the breach of any provision of this Agreement.

This Agreement may be executed in counterparts, each of which counterparts shall constitute an original and all of which together shall constitute one and the same instrument. If any provision of this Agreement is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Agreement and the remaining provisions of this Agreement shall remain in force and bind the Parties as though the illegal or unenforceable provision had never been included in this Agreement. This Agreement sets forth the entire Agreement between Broker and Owner regarding the subject matter hereof. This Agreement may not be modified except by agreement in writing executed by Broker and Owner. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

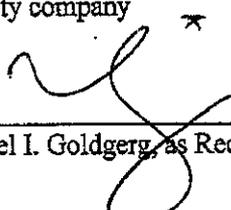
This property is offered without respect to race, color, creed or national origin.

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IN WITNESS WHEREOF, the Owner has executed this agreement this 7th day of June, 2010.

Signed, sealed and delivered in the presence of:

MAMC BELLA VISTA LLC, a Florida
Limited liability company

By:  _____

Michael I. Goldgerg, as Receiver

THIS AGREEMENT SHALL NOT BECOME BINDING UPON THE BROKER UNTIL APPROVED BY BROKER.

(APPROVED)

(DATE)

Colliers Dickinson

* This agreement is subject to court approval which the Receiver will seek within a reasonable time

CD/97-1st Street South EXRSALE 051810

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Exhibit "A"

IN THE CIRCUIT COURT OF THE
FOURTH JUDICIAL CIRCUIT IN AND
FOR DUVAL COUNTY, FLORIDA

CASE NO. 2006-CA-8129

DIVISION: CV-G

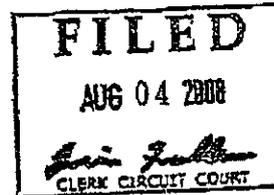
COCONUT GROVE BANK as CUSTODIAN
of the CHARLES R. GREMLER IRA, and a
Group of Lenders' Assembled by and through
Berman Mortgage Corp., d/b/a BMC LOAN
SERVICING M.A.M.C., Inc., a Florida
corporation,

Plaintiffs,

vs.

BELLA VISTA DEL MAR BY OBAKE,
LLC, a Florida Limited Liability Company,
TIMOTHY CATALEO, an individual,
BEACH LANDING, INC., a Florida
Corporation and LIVE OAK C&D LANDFILL,
LLC, a North Carolina Limited Liability Company,

Defendants.



CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that he executed and filed a Certificate of Sale in this action on July 23, 2008, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Duval County, Florida:

The South One hundred (100) feet of that certain unnumbered Block at Pablo Beach (Jacksonville Beach, Florida) according to Plat Book 3, Page 28, public records of Duval County, Florida, more particularly described as: Beginning at the intersection of the East line of South First Street and the North line of First Avenue South, formerly Sheekley Avenue as the Place of beginning, then North along the East line of First Street One Hundred (100) feet;

¹ The list of lenders is attached to the Complaint as exhibit "A."

AUG. 4. 2008 5:01 PM

CLERK OF COURT CIVIL

NO. 181 P. 2

CASE NO. 2006-CA-8129

thence East Two Hundred Four and Forty-Four Hundredths (204.44) feet, more or less, to the present concrete bulkhead line or sea wall heretofore constructed by the City of Jacksonville Beach, Florida; thence Southerly along said present concrete bulkhead line One Hundred (100) feet to the North line of First Avenue South, formerly Shockley Avenue; thence West Two Hundred Three and Nine Tenths (203.9) feet, more or less, along the North line of First Avenue South, formerly Shockley Avenue to the POINT OF BEGINNING, DUVAL COUNTY, FLORIDA.

was sold to MAMC Bella Vista, LLC, pursuant to the Assignment of July 23, 2008 Sale Bid dated July 29, 2008.

AUG 04 2008

WITNESS my hand and Official Seal of this Court on this ____ day of August 2008.

JIM FULLER
Clerk of the Circuit Court
Duval County, Florida



[Signature]
Deputy Clerk

cc: John S. Winkler, Esq.
James Gassenheimer, Esq.
Timothy L. Catalfo, Registered Agent for Bella Vista Del Mar by Obake LLC &
Individually
Roger Davis

120654-1

EXCLUSIVE RIGHT OF SALE

Date: 6/24/10

1. In consideration of your agreement to list and to use your efforts to secure a purchaser for the property described as: See Exhibit "A", attached hereto and made a part hereof.

I hereby give you, for a period of six (6) months from this date, the exclusive right and authority to sell the property at the following price and terms, or at any other lower price and terms acceptable to me:

Price: \$2,500,000.00 - cash preferred

Terms: Submit terms to owner. Property will be sold "as-is", "where-is" and without recourse. No representations or warranties shall be made by Owner with respect to the property.

Interest on encumbrances, taxes, insurance and rents shall be adjusted prorata at date of closing. Improvement liens are to be paid by me.

2. In case you secure a purchaser for the property, the usual and customary practice for the examination, curing title and for closing the transaction shall apply. I agree to deliver to the purchaser a Trustee's Special Warranty Deed, free and clear of all liens and encumbrances except encumbrances of record and those which the purchaser shall assume as part of the purchase price.

3. For finding a purchaser for the above property:

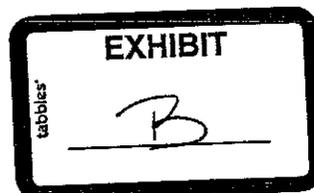
- A. I agree to pay a fee of See Paragraph 8, Special Clauses % of the sales price; and
- B. The fee is to be paid whether the purchaser be secured by you or me, or by any other person, at the price and upon the terms mentioned or at any other price or terms acceptable to me, or if within 180 days after termination of this Exclusive Right of Sale Contract I agree to sell the property to a purchaser to whom it was submitted in writing before termination either by you, any co-operating broker or me.

4. In consideration of this exclusive listing, you agree:

- A. To carefully inspect my property and secure complete information regarding it;
- B. To direct the concentrated efforts of your organization in bringing about a sale;
- C. To advertise my property as you deem advisable;
- D. To furnish at all times additional information requested by any Realtor or real estate broker, and to assist co-operating brokers in closing a transaction on my property when requested to do so;
- E. To promptly pay any co-operating broker who sells the property for his services;
- F. To keep me informed through the salesman in charge as to the progress being made toward the consummation of a transaction; and
- G. You are a licensed real estate broker in the State of Florida and will maintain such license during the term of this agreement.

5. In consideration of the above, I agree to refer to you all inquiries of brokers or others interested in my property.

6. All money paid or deposited as a binder thereon shall be held in a trust account of receiver's choice. Brokerage fees shall be paid at closing. Should a transaction fail to close for any reason or for no reason, no fee shall be due or paid to Maury L. Carter & Associates, Inc. or any co-broker.

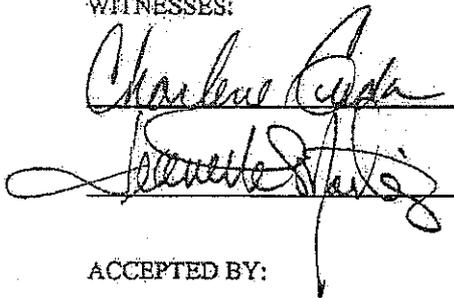


7. I understand that this agreement does not guarantee the sale of my property, but that it does guarantee that you will make an earnest and continued effort to sell same until this agreement is terminated.

8. Special Clauses: The brokerage fee is five percent (5%) of the gross purchase price paid in cash at closing to Maury L. Carter & Associates, Inc. if Maury L. Carter & Associates, Inc. is the only broker involved in the transaction. If an additional broker (co-operating broker) is involved in the transaction, the fee will be eight percent (8%) of the gross purchase price paid in cash at closing. If the eight percent (8%) fee is required, four percent (4%) shall be paid to Maury L. Carter & Associates, Inc. and four percent (4%) shall be paid to the additional broker (co-operating broker). In no event shall fee paid by Seller exceed eight percent (8%) of the gross purchase price.

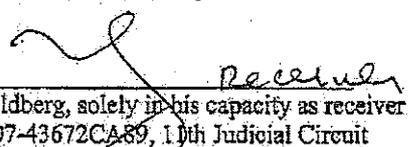
Within the first ninety (90) days of this Exclusive Right of Sale, should Owner enter into a contract for sale of the Property with Southchase Commerce Park LLC or its principals (Omar Botero and Al Delaney), Maury L. Carter & Associates, Inc. shall receive one-half (1/2) of the above outlined five percent (5%) fee upon completion of the sale to Southchase Commerce Park LLC or its principals.

WITNESSES:


Charles Carter
Terriette Carter

ACCEPTED BY:

OWNER: MAMC South Chase, LLC


Michael I. Goldberg, solely in his capacity as receiver
under Case #07-43672CA89, 11th Judicial Circuit

MAURY L. CARTER & ASSOCIATES, INC.


Philip Orme Miller, Vice President

The words "I", "MY" or "ME" shall refer to Owner.

06/07/10

* subject to court approval

EXHIBIT A

Legal Description:

A TRACT OF LAND LYING IN SECTION 27, TOWNSHIP 24 SOUTH, RANGE 29 EAST, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, HOME DEPOT - SOUTH ORLANDO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 43, PAGE 11, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA FOR THE POINT OF BEGINNING, SAID CORNER LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF BALCOMBE ROAD SOUTH, AS DEPICTED ON THE PLAT OF SOUTHCHASE PHASE I A, PARCELS 14 AND 15, AS RECORDED IN PLAT BOOK 40, PAGES 132 THROUGH 138 OF SAID PUBLIC RECORDS, AND ALSO LYING ON A CURVE SI CONCAVE NORTHEASTERLY, THENCE RUN SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 06° 31' 48", AN ARC LENGTH OF 117.96 FEET, A CHORD LENGTH OF 117.90 FEET AND A CHORD BEARING OF SOUTH 10° 04' 12" EAST TO THE POINT OF TANGENCY; THENCE RUN SOUTH 13° 19' 35" EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 779.37 FEET TO A POINT LYING ON THE NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE OF STATE ROAD NO. 417, (EASTERN BELTWAY - SOUTHERN CONNECTOR), AS PER THE ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY RIGHT-OF-WAY MAP, SECTION 75301-6445-451; THENCE RUN ALONG SAID NORTHERLY LIMITED ACCESS RIGHT-OF-WAY LINE THE FOLLOWING COURSES: NORTH 61° 56' 16" WEST, 17.94 FEET; NORTH 71° 32' 13" WEST, 101.98 FEET; NORTH 65° 04' 53" WEST, 903.500.10 FEET NORTH 23° 46' 23" EAST 45.00 FEET; NORTH 65° 42' 22" WEST 550.02 104 FEET; NORTH

46° 56' 13" WEST, 105.95 FEET; NORTH 68° 30' 36" WEST, 132.27 FEET; NORTH 90° 03' 59" WEST, 240.90 FEET TO THE SOUTHWEST CORNER OF AFORESAID LOT I, HOME DEPOT-SOUTH ORLANDO; THENCE, DEPARTING SAID NORTHERLY LIMITED ACCESS, RIGHT-OF-WAY LINE, RUN NORTH 89° 46' 28" EAST, ALONG THE SOUTH LINE OF SAID LOT I, HOME DEPOT-SOUTH ORLANDO, 1052.64 FEET TO THE POINT OF BEGINNING TOGETHER WITH THE FOLLOWING EASEMENT PARCELS:

Easement Parcel A:

Easements established under the Declaration of Reciprocal Easements, Rights and Construction and Maintenance Covenants for Stormwater Drainage and Retention Recorded June 23, 1998 in Book 5509, Page 4195; First Amendment recorded April 2, 1999 in Book 5718, Page 4197, Public Records of Orange County, Florida.

Easement Parcel B:

Easements established under the Easement Agreement for Access, Utilities and Signage, dated March 31, 1999, recorded at Official Records Book 5718, Page 4240, Public Records of Orange County, Florida.

Easement Parcel C:

Easements established under the Sewer Easement Agreement, dated March 31, 1999, recorded in at Official Records Book 5718, Page 4257, Public Records of Orange County, Florida. To have and hold the same together with the tenements, and appurtenances, unto the Mortgagee and its successors and/or assigns with mortgage covenants as set forth herein.

TOGETHER WITH:

A. all buildings, structures, improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, machinery, equipment, furniture, vehicles and other personal property of every nature whatsoever now or hereafter owned by Mortgagor and located in, on, or used or intended to be used in connection with or with the operation of the Land, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, and replacements to any of the foregoing; and all of the right, title and interest of Mortgagor in any such personal property or fixtures subject to a conditional sales contract, chattel mortgage or similar lien or claim together with the benefit of any deposits or payments now or hereafter made by Mortgagor or on Mortgagor's behalf;

B. all easements, rights of way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues, profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Mortgagor of, in and to the same, including but not limited to all judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the mortgaged property or any part thereof under the power of eminent domain, the alteration of the grade of any street, or for any damage (whether caused by such taking or otherwise) to any of the property hereinabove described or any part thereof, or to any appurtenance thereto, and all proceeds of any sales or other dispositions of any of the property hereinabove described or any part thereof;

C. all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting the mortgaged property, together with all security therefor and all monies payable thereunder, provided, however, the foregoing assignment of any lease shall not be deemed to impose upon Mortgagee any of the obligations or duties of Mortgagor provided in any such lease, and Mortgagor agrees to fully perform all obligations of the lessor under all such leases; and last

D. all goods, now located on or used in the development of the Property, including but not limited to: (i) all property, equipment and fixtures affixed to or located on the Property, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) all articles of personal property and all materials delivered to the Property for the use and operation of said Property or for use in any construction being conducted thereon, and owned by Mortgagor, (iii) any and all rights and benefits of Mortgagor relating to the Property, including, but not limited to, contracts, agreements, promises or bargains with and any building permits or licenses issued or to be issued by any governmental entity of any type, whether federal, state, a municipal or otherwise, any utility company (whether subject to governmental regulation or not), any architect, engineer, contractor, independent contractor, security company, waste disposal company, elevator company, exterminating company, environmental control company or any person other than Mortgagee, financing the acquisition, operation, leasing, sale or other disposition or use of the Property or any part thereof, together with

Parcel Identification number 27-24-29-0000-00-001.