

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR 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, et al.

Relief Defendants.

THE ORIGINAL  
FILED ON  
JAN 25 2011  
IN THE OFFICE OF  
HARVEY RUVIN

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**RECEIVER'S SECOND AMENDED MOTION FOR AN ORDER  
APPROVING THE RECEIVER'S EXECUTION OF ALL  
FUTURE SALES CONTRACTS FOR CONDOMINIUM UNITS  
OWNED BY RELIEF DEFENDANT, OCEANSIDE ACQUISITIONS, LLC**

Michael I. Goldberg, as Court Appointed Receiver over Defendants Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants DB Atlanta LLC, et al, including Oceanside Acquisitions, LLC., (the "Receiver") files this Second Amended Motion for an Order Approving the Receiver's Execution of All Future Sales Contracts for Additional Condominium Units Owned by Relief Defendant, Oceanside Acquisitions, LLC, (the "Motion") and for authorization to close on all future sales without the need for additional Court approvals and states:

**BACKGROUND**

1. On December 11, 2007, this Court appointed Michael Goldberg as Receiver for the Defendants and the Relief Defendants. Pursuant to this Court's Authority, the Receiver is vested with the usual powers and duties of equity Receivers with respect to the property of the Defendants and Relief Defendants. *See* Temporary Injunction and Agreed Order Appointing Receiver ("Receivership Order") previously filed with this Court, at ¶ 13.

2. Oceanside Acquisitions, LLC ("Oceanside") is an entity formed by Dana Berman and Keith Novak. Oceanside purchased condominium units at Gulf Island Beach and Tennis Club I ("Gulf Island Beach and Tennis Club") in Pasco County, Florida (the "Oceanside Units"). In order to finance this purchase, Oceanside borrowed \$1,655,000 from approximately 42 individual lenders (the "Lenders") assembled through Receivership Defendant, Berman Mortgage Corporation, which loans were serviced by Receivership Defendant, M.A.M.C. Incorporated. Oceanside defaulted on its loans. Oceanside and the Condominium Units owned by Oceanside are Receivership Property.

3. This Court has previously granted the authority of the Receiver to sell two Oceanside Units. (*See* [1] Order Granting the Receiver's Motion to Sell the Property of Oceanside Acquisitions, LLC Free and Clear of Liens, Claims, and Encumbrances dated September 1, 2009; and [2] Order Granting the Receiver's Motion for an Order Approving the Receiver's Execution of the Sales Contracts for the Sale of Two Condominium Units Owned by Relief Defendant, Oceanside, dated July 30, 2010 and attached as **Exhibits A and B respectively**). Alex Bistricher, the loan objector to the prior sale motion, sought to stay the sales pending an appeal. This court denied the requested stay relief as did the appellate court. (The Receiver attaches hereto as **Exhibits C and D** the previously filed motion and supplemental motion regarding the sale of units at Oceanside, which are incorporated by reference).

4. In conjunction with the July 15, 2009 and July 2, 2010 evidentiary hearings, this Court found that the Oceanside Units were in a state of disrepair requiring substantial improvement, that substantial condominium assessments and taxes were due on the Units and that Oceanside and the Receivership have limited assets and limited ability to pay condominium fees and taxes for the Units. Accordingly, the Receiver believes - and the Court has agreed through its Orders approving same - that the sales of all remaining Oceanside Units are in the best interest of the Receivership Estate and the Lenders.

5. The Receiver has attempted to market the Oceanside Units in the best interests of the MAMC Lenders, which group the Receivership was designed to protect. The Receiver has complied with the Court's Order allowing the Receiver to sell the Oceanside units, including by undertaking an evaluation of the units and obtaining pricing recommendations. After considerable effort, the Receiver obtained three contracts from a prospective buyer - Sunwest Investments, LLC - for three units at Gulf Island Beach and Tennis Club Condominium. The contracts are subject to this Court's approval and are the subject of the *Receiver's Motion for an Order Approving the Receiver's Execution of Sales Contracts for the Sale of Additional Condominium Units Owned by Relief Defendant, Oceanside Acquisitions, LLC* dated November 22, 2010 (the "November 22 Motion").

6. Despite the Court's September 9, 2009 and July 30, 2010 Orders allowing the Receiver to sell the Oceanside Units, counsel for Alex Bistricher ("Bistricher") insists on having an evidentiary hearing on the November 22 Motion, wherein, it can be expected that counsel will use the same witnesses, testimony and evidence to make the same arguments against allowing the Receiver to enter into the sales contracts.

7. As there are approximately 15 unsold Oceanside Units remaining (including the three units which are the subject of the November 22 Motion), it can be assumed that Bistricher is going to seek an evidentiary hearing each time the Receiver seeks Court approval of additional

sales contracts. Thus, the Receiver seeks to expand the scope of the November 22 Motion to cover all remaining units so as to avoid the need of coming before the Court for each individual future contract.

### AUTHORITY

8. The Court's Order dated September 1, 2009 granted the Receiver the "exclusive authority to negotiate the sale of the [Oceanside condominium] Units and execute purchase and sale contracts for the Units with prospective purchasers subject to this Court's approval of the contract by motion and notice to all interested parties in the manner previously approved by the Court. *See Exhibit A* at ¶ 21.

9. The Receiver's authority to enter into and close on contracts for the purchase and sale of the Units is also bestowed by this Court's 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. The Court's Receivership Order provides 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, at ¶17. (emphasis added).

10. The Committee of Lenders regarding the Oceanside project has approved the proposed sale of all remaining Units.

11. Pursuant to the notice procedures established by this Court, the Receiver will post this Motion and Notice of Hearing on the Receivership website and notify the Lenders of the posting via the e-mail distribution procedures established for the purposes of the Receivership.

12. Upon the closing of all future transaction(s), the Receiver will utilize the net proceeds of the sale of the units to pay all taxes, tax certificates and maintenance on the units being sold and all remaining funds shall be held in escrow in accordance with this Court's orders attached as **Exhibits A and B**.

**WHEREFORE**, the Receiver respectfully requests that this Court enter an Order (a) 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; (b) approving the sale of all future Oceanside Units and the Receiver's execution of future sales contracts; (c) authorizing the Receiver to perform all acts and execute all documents necessary to effectuate the terms of future sales contracts and close on the sale of the Oceanside Units pursuant to future sales contracts; and awarding such other and further relief this Court deems just and proper.

Respectfully submitted,

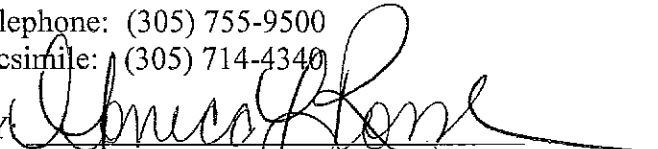
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BY:

  
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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on this 25th day of January, 2011 a true and correct copy of the foregoing was furnished via U.S. Mail to the parties on the attached Service List.

Respectfully submitted,

**BERGER SINGERMAN**

*Attorneys for Receiver, Michael Goldberg*

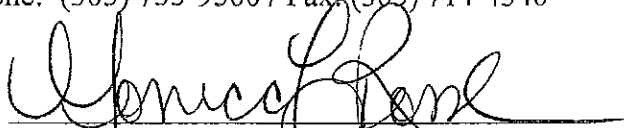
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**SERVICE LIST**

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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

3275952-2

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

CASE NO.: 07-43672 CA. 09

STATE OF FLORIDA, OFFICE OF  
FINANCIAL REGULATION,

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,

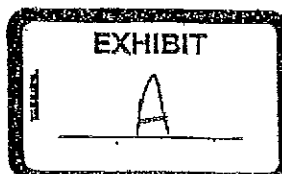
DB ATLANTA, LLC, a Florida limited liability  
company, et al.,

Relief Defendants.

ORDER GRANTING RECEIVER, MICHAEL L. GOLDBERG'S MOTION TO SELL  
THE PROPERTY OF OCEANSIDE ACQUISITIONS, LLC FREE AND CLEAR OF  
LIENS, CLAIMS, AND ENCUMBRANCES

THIS CAUSE came before the Court on Wednesday, July 15, 2009 at 1:30 p.m. for an evidentiary hearing upon the Motion of Michael L. Goldberg, as State Court Appointed Receiver over Relief Defendant, Oceanside Acquisitions, LLC ("Oceanside") to sell the Property of Oceanside Free and Clear of Liens, Claims, and Encumbrances, and the Court, having heard and considered the evidence presented by the parties through witness testimony and hearing exhibits,

FINDS as follows:





1. On December 11, 2007, this Court appointed Michael Goldberg as the Receiver (the "Receiver") over the Defendants and Relief Defendants in these Receivership proceedings.

2. One of the Relief Defendants, Oceanside, is an entity formed by Dana Berman and Keith Novak, which entity purchased condominium units at Gulf Island Resort in Pasco County, Florida (the "Units"). Two of the Units were sold prior to the establishment of the Receivership; a total of 17 units<sup>1</sup> remain unsold.

3. The Units were once owned by Gulf Island Resort, L.P. Gulf Island Resort, L.P. transferred the Units to Gulf of Mexico Enterprises, Inc. ("GME"). Later, Oceanside purchased the Units from GME, the record title owner. To complete its purchase of the Units, Oceanside borrowed \$1,700,000 from approximately 42 individuals (the "Lenders") through loans serviced by Defendant, M.A.M.C. Incorporated and secured as first and second position mortgages by the Units.

4. In 2003, Gulf Island Resort, L.P. and Alex Bistricea ("collectively, Bistricea") commenced a quiet title action in Pasco County Circuit Court styled *Alex Bistricea, as limited partner of Gulf Island Resort, L.P. and Gulf Island Resort, L.P. v. Coastal Real Estate Associates, et al.*, Sixth Judicial Circuit Case No. 51-2003- CA- 942 BS (the "Quiet Title Action"). On May 9, 2007, the trial Court in the Quiet Title Action quieted title to the Units in Oceanside. The May 9, 2007 Partial Final Judgment was presented to this Court and the Court has taken judicial notice of same.

5. On June 13, 2008, this Court entered its *Order Granting Receiver's Motion to Approve the Assignment of the Pasco County Matters to the Receivership Court*. The Pasco

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<sup>1</sup> Four of the seventeen units were transferred to Keith Novak by Chief Restructuring Officer, Alan Goldberg. The Receiver contests the validity of the transfers and contends that he still holds equitable title to these units.

County Court also entered its order granting the Receiver's motion to transfer the cases to this Court. Accordingly, the Quiet Title Action is before this Court as Eleventh Judicial Circuit Case No. 08-79169 CA (09).

6. At the hearing on the Receiver's instant motion, Bistrice, through counsel, argued that the time to appeal the Partial Final Judgment in the Quiet Title Action had not run and thus, that this Court did not have the authority to order the sale of the Units free and clear of liens. The Court finds, based on the Partial Final Judgment Quieting Title and applicable case law, that Oceanside holds legal title to the Units at issue in the Quiet Title Action and which are the subject of the Receiver's instant motion to sell the property free and clear of liens. The Court has also considered the case law presented by the parties regarding the circumstances in which a court may properly order the sale of property free and clear of liens and finds that the Court is authorized to order the sale of the Units based on the evidence presented and factual findings contained herein for the reasons stated on the record.

7. Based on the testimony of the representative of the Executive Committee of Lenders in relation to the Oceanside project, Gail Corenblum, who has observed the condition of the Units and has personal knowledge of same, the Court finds that the Units are in a state of disrepair requiring a substantial investment to repair, improve or otherwise rehabilitate the Units. Approximately a year ago, Ms. Corenblum observed that some of the Units had mold infiltration, substantial ceiling damage, and pigeon droppings had accumulated on the balconies. Ms. Corenblum testified that most of the Units have been stripped of cabinetry, wiring, plumbing fixtures, and other fixtures and that all Units were without electric power. Ms. Corenblum also testified that several of the Units had been cited for fire code violations in relation to the windows and that some Units are missing locks on the sliding glass doors.

8. Based on the testimony of Ms. Corenblum regarding Oceanside's attempts to raise money from the Lender group, the Court finds that the individual Lenders are unwilling or unable to contribute monies to repair, improve, or otherwise rehabilitate the Units.

9. Based on testimony of E. Harold Gassenheimer, who is employed by the Receiver as Chief Operating Officer of M.A.M.C. Incorporated, regarding the assets and cash position of Oceanside, the Court finds that the Receivership has limited assets and does have the funds to repair, improve, or otherwise rehabilitate the Units.

10. Based on Ms. Corenblum and Mr. Gassenheimer's testimony relating to the Receiver's past efforts to market the Units for sale, the Court finds that pending litigation, including the Quiet Title Action, renders the Units unmarketable due to an inability of a prospective purchaser to obtain title insurance.

11. Intervenor, Gulf Island Beach and Tennis Club Condominium Association (the "Association") has moved to intervene in this Receivership case to seek payment of past due condominium assessments on the Units from the Receivership, which assessments are estimated by the Association at over \$150,000.00 and confirmed by the testimony of Ms. Corenblum.

12. Based on Ms. Corenblum and Mr. Gassenheimer's testimony, the Court finds that ad valorem property taxes on the Units also remain unpaid for the years 2006, 2007, and 2008, which taxes total approximately \$200,000.00.

13. Based on the testimony of Mr. Gassenheimer relating to the assets and cash position of Oceanside, the Court finds that the Receivership has limited assets and does not have the ability to pay to condominium fees and taxes for the Units, which condition places the Units in peril of loss to all interested parties by reason of foreclosure.

14. The Court finds that the circumstances render a sale of the Units necessary for the adequate protection of the rights of the parties. Under these circumstances, a sale of the units would preserve the real interests of the parties by transferring any claims and liens to the proceeds of sale.

15. The ultimate purpose of the Receivership is to provide a vehicle to marshal and preserve assets and maximize return to the lienholders. Allowing the Units to be sold would further the goals of the Receivership and all interested parties because monetizing the Units would prevent waste of the property while the Court adjudicates the different parties' right, title, and interest to the proceeds. It will also allow the Receivership to avoid liability for expenses associated with the Units such as the unpaid taxes and condominium association fees which continue to accrue and necessarily diminish the return for the Receivership, the Lenders and other interested parties. In this instance, the sale of the Units by the Receiver is expedient and proper.

16. This Court has the authority to order that title conveyed to any prospective purchasers be free and clear of any liens, claims, and encumbrances and that said claims, liens, and encumbrances be transferred to the proceeds of the sale of the Units.

17. Florida law requires the Court to monitor the sales of the Units by the Receiver carefully and to disapprove of any proposed sale for less than the property should reasonably be expected to sell.

Accordingly, it is ORDERED AND ADJUDGED that:

18. The Receiver is hereby authorized to market and sell the Units, including those units currently titled in the name of Oceanside and the four units transferred by Oceanside to

Keith Novak (which transfers the Receiver contests) should the latter become re-titled in the name of Oceanside.

19. The Receiver shall undertake an evaluation of the units, consult with and obtain pricing recommendations from no less than three licensed real estate brokers, and price the units in accordance with the average of the three estimates.

20. The Receiver is hereby authorized to contract with a real estate broker for the marketing and sale of the Units, subject to this Court's approval of the contract by motion and notice to all interested parties in the manner previously approved by the Court.

21. The Receiver shall have exclusive authority to negotiate the sale of Units and execute purchase and sale contracts for the Units with prospective purchasers subject to this Court's approval of the contracts by motion and notice to all interested parties in the manner previously approved by the Court.

22. Upon approval by the Court of the proposed sale of any unit(s), the prospective purchaser(s) shall receive title to the subject unit(s) free and clear of any and all liens, claims, and encumbrances including, but not limited to, those liens, claims, and encumbrances, if any, held by the parties in the Quiet Title Action, any actions to foreclose liens for condominium assessments including those of Intervenor, Gulf Island Beach and Tennis Club Condominium Association, the mortgages held by M.A.M.C. Lenders, and any actions by contract purchasers of the Units, which actions were transferred to the Receivership Court from Pasco County Circuit Court.<sup>2</sup> The prospective purchaser(s) of the unit(s) shall receive clear title irrespective of

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<sup>2</sup> The Pasco County cases ordered transferred to the Receivership Court are: a. *Deborah R. Abajian v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-07-CA-2370-WS; b. *Cyril Latona v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA3925-WS; c. *James R. Patterson and Eileen M. Patterson v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA-3925-WS; d. *Cunningham*

any filings in the public records, including but not limited to, the filings of Gulf Island Resort, L.P. or Bistricher.

23. The Receiver shall deposit the net proceeds from the sale of the Units, after payment of outstanding condominium fees and taxes, into the Court's Registry until further motion and order of this Court, which proceeds shall be subject to all liens, claims, and encumbrances, if any, claimed by any and all interested parties in the Units for future adjudication by the Court.

DONE AND ORDERED in Chambers this \_\_\_\_ day of August, 2009.

Typed Copy

01 2009

THOMAS S. WILSON, JR.  
Circuit Court Judge

Copies furnished to:

Counsel of Record  
Receivership Website

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and *Elias v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA-4792-WS; and *Tina Hinton v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA-4238-WS.

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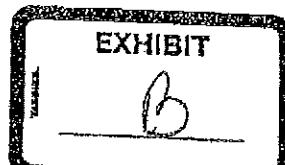
DB ATLANTA, LLC, a Florida limited liability  
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Relief Defendants.

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ORDER GRANTING THE RECEIVER'S MOTION FOR AN ORDER APPROVING  
THE RECEIVER'S EXECUTION OF SALES CONTRACTS FOR THE SALE  
OF TWO CONDOMINIUM UNITS OWNED BY RELIEF  
DEFENDANT, OCEANSIDE ACQUISITIONS, LLC

THIS MATTER comes before the Court on the Motion of the Receiver for a Court Order Approving the Receiver's Execution of Sales Contracts for the Sale of Two Condominium Units Owned by Relief Defendant, Oceanside Acquisitions, LLC, pursuant to this Court's Order Granting Receiver, Michael I. Goldberg's Motion to Sell the Property of Oceanside Acquisitions, LLC (the "Motion"), for an evidentiary hearing on Friday, July 2, 2010 at 8:30 am followed by a hearing to issue ruling on July 12, 2010 at 8:30 am, and the Court having considered the



pleadings filed with the Court, the documents received in evidence and the testimony of the witnesses, it is:

**ORDERED AND ADJUDGED** as follows:

1. For the reasons stated in open Court on July 12, 2010, the Motion is GRANTED. As a result of the Court denying the Motion of Alex Bistricec as limited partner of Gulf Island Resort LP for stay pending appeal of this Court's Order of September 1, 2009, in case no. 08-79619 CA (09), this ruling is without prejudice for Gulf Island Resort, L.P. ("GIR") to seek a stay of this Court's Order granting the Motion from the Third District Court of Appeal.

2. GIR shall have the right to seek a stay of this Court's Order granting the Motion from the Third District Court of Appeal on or before August 6, 2010. If a timely motion for stay is filed with the Third District Court of Appeal, the sale which is the subject of the Motion shall be stayed pending a ruling from the Third District Court of Appeal. If the request for a stay is denied by the Third District Court of Appeal, the sale which is the subject of the Motion may proceed without further order of this Court.

DONE AND ORDERED in Chambers at Miami, Miami-Dade County, Florida,  
on this \_\_\_\_\_ day of July, 2010.

Conformed Copy

JUL 30 2010

Jerald Bagley  
THE HONORABLE JERALD BAGLEY  
CIRCUIT COURT JUDGE

Copies furnished to:

Counsel of Record  
Michael Goldberg, as Court Appointed Receiver  
Posted to Receivership Website  
E-Mail Distribution to Lenders/Investors

2941391-1



IN THE CIRCUIT COURT OF THE  
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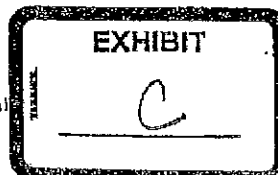
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1. On December 11, 2007, this Court appointed Michael Goldberg as Receiver for the Defendants and the Relief Defendants. Pursuant to this Court's Authority, the Receiver is vested with the usual powers and duties of equity Receivers with respect to the property of the Defendants and Relief Defendants. See Receivership Order, at ¶ 13.

BERGER SINGERMAN  
attorneys at law

280 South Biscayne Boulevard Suite 1800 Miami



Orlando Miami Tallahassee

Phone 305-786-9600 Facs(fax) 306-714-4340

2. Oceanside Acquisitions, LLC ("Oceanside") is an entity formed by Dana Berman and the Keith Novak. Oceanside purchased condominium units at Gulf Island Beach and Tennis Club I ("Gulf Island Beach and Tennis Club") in Pasco County, Florida. In order to finance this purchase, Oceanside borrowed \$1,655,000 from approximately 42 individual lenders (the "Lenders") assembled through Receivership Defendant, Berman Mortgage Corporation, which loans were serviced by Receivership Defendant, M.A.M.C. Incorporated. Oceanside defaulted on its loans. Oceanside and the Condominium Units owned by Oceanside are Receivership Property.

3. After an evidentiary hearing, this Court granted the Receiver's Motion to Sell the Property of Oceanside Free and Clear Liens, Claims, and Encumbrances. A copy of the Court's September 1, 2009 Order Granting the Receiver's Motion to Sell the Property of Oceanside Acquisitions, LLC Free and Clear of Liens, Claims, and Encumbrances is attached hereto as Exhibit A.

4. The Court's Order granted the Receiver the "exclusive authority to negotiate the sale of the [Oceanside condominium] Units and execute purchase and sale contracts for the Units with prospective purchasers subject to this Court's approval of the contract by motion and notice to all interested parties in the manner previously approved by the Court. See Exhibit A at ¶ 21.

5. The Receiver's authority to enter into and close on contracts for the purchase and sale of the Units is also bestowed by this Court's 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. The Court's Receivership Order provides that:

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conduct the business operations of the Receivership Defendants and any entity it controls[.]

Receivership Order, at ¶17. (emphasis added)

6. The Receiver has attempted to market the Oceanside Units in the best interests of the MAMC Lenders, which group the Receivership was designed to protect. The Receiver has complied with the Court's Order allowing the Receiver to sell the Oceanside units, including by undertaking an evaluation of the units and obtaining pricing recommendations. After considerable effort, the Receiver has obtained two contracts from prospective buyer, Sunwest Investments, LLC for Units 601 and 706 at Gulf Island Beach and Tennis Club Condominium, which contracts are subject to this Court's approval and are the subjects of the instant motion. A copy of the "As Is" Contract for Sale and Purchase for Unit 601 is attached hereto as Exhibit B ("Sales Contract"). A copy of the sales contract for Unit 706, in substantially the same form and terms as Exhibit B, will be filed with a Notice of Filing in anticipation of the hearing on this Motion ("collectively, "Sales Contracts").

7. The Sales Contracts provide for the sale of two of the Oceanside Units (Units 601 and 706) for a cash purchase price of \$120,000.00 each with closing to occur on or about April 30, 2010.

8. This Court found that the Oceanside Units were in a state of disrepair requiring substantial improvement, that substantial condominium assessments and taxes were due on the Units and that Oceanside and the Receivership have limited assets and limited ability to pay condominium fees and taxes for the Units. Accordingly, the Receiver believes that the sales of the Units contemplated in the Sales Contracts are in the best interests of the Receivership Estate and the Lenders.

9. The Committee of Lenders regarding the Oceanside project have approved the proposed sale of the Units pursuant to the Sales Contracts.

10. Pursuant to the notice procedures established by this Court, the Receiver will post this Motion including the Sales Contracts, and Notice of Hearing on the Receivership website and notify the Lenders of the posting via the e-mail distribution procedures established for the purposes of the Receivership.

11. Upon the closing of the transaction, the Receiver shall deposit the net proceeds of the sale of the Units in the Court's Registry for distribution pursuant to further motion and order of the Court.

**WHEREFORE**, the Receiver respectfully requests that this Court enter an Order:

- a. 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;
- b. approving the sale of the two Oceanside Units pursuant to the Sales Contracts and the Receiver's execution of the Sales Contracts;
- c. authorizing the Receiver to perform all acts and execute all documents necessary to effectuate the terms of the Sales Contracts and close on the sale of the Units pursuant to the Sales Contracts; and
- d. awarding such other and further relief this Court deems just and proper.

Respectfully submitted,

**BERGER SINGERMAN**

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By: 

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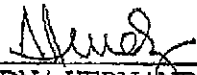
<sup>4</sup>  
Doral Fort Lauderdale Miami Tallahassee

200 South Biscayne Boulevard Suite 1000 Miami, Florida 33131-5308 Telephone 305-755-9500 Facsimile 305-714-4340

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail on this 11<sup>th</sup> day of March, 2010, to the attached Service List.

By: \_\_\_\_\_

  
ARIADNA HERNANDEZ

Florida Bar No. 020953

E-Mail: [ahernandez@bergersingerman.com](mailto:ahernandez@bergersingerman.com)

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CASE NO.: 07-43672 CA 09

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1000 Brickell Avenue, Suite 1020  
Miami, FL 33131

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

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BERGER SINGERMANN  
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Docu <sup>7</sup> ~~Ratio~~ Fort Lauderdale Miami Tallahassee

200 South Biscayne Boulevard Suite 1000 Miami, Florida 33131-8308 Telephone 305-765-9500 Facsimile 305-714-4340

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

CASE NO.: 07-43672 CA 09

STATE OF FLORIDA, OFFICE OF  
FINANCIAL REGULATION,

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.

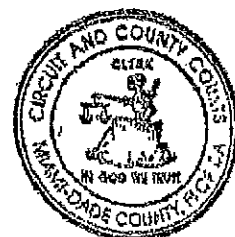
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ORDER GRANTING RECEIVER, MICHAEL I. GOLDBERG'S MOTION TO SELL  
THE PROPERTY OF OCEANSIDE ACQUISITIONS, LLC FREE AND CLEAR OF  
LIENS, CLAIMS, AND ENCUMBRANCES

THIS CAUSE came before the Court on Wednesday, July 15, 2009 at 1:30 p.m. for an evidentiary hearing upon the Motion of Michael I. Goldberg, as State Court Appointed Receiver over Relief Defendant, Oceanside Acquisitions, LLC ("Oceanside") to sell the Property of Oceanside Free and Clear of Liens, Claims, and Encumbrances, and the Court, having heard and considered the evidence presented by the parties through witness testimony and hearing exhibits,

FINDS as follows:

EXHIBIT "A"





1. On December 11, 2007, this Court appointed Michael Goldberg as the Receiver (the "Receiver") over the Defendants and Relief Defendants in these Receivership proceedings.

2. One of the Relief Defendants, Oceanside, is an entity formed by Dana Berman and Keith Novak, which entity purchased condominium units at Gulf Island Resort in Pasco County, Florida (the "Units"). Two of the Units were sold prior to the establishment of the Receivership; a total of 17 units<sup>1</sup> remain unsold.

3. The Units were once owned by Gulf Island Resort, L.P. Gulf Island Resort, L.P. transferred the Units to Gulf of Mexico Enterprises, Inc. ("GME"). Later, Oceanside purchased the Units from GME, the record title owner. To complete its purchase of the Units, Oceanside borrowed \$1,700,000 from approximately 42 individuals (the "Lenders") through loans serviced by Defendant, M.A.M.C. Incorporated and secured as first and second position mortgages by the Units.

4. In 2003, Gulf Island Resort, L.P. and Alex Bistricher ("collectively, Bistricher") commenced a quiet title action in Pasco County Circuit Court styled *Alex Bistricher, as limited partner of Gulf Island Resort, L.P. and Gulf Island Resort, L.P. v. Coastal Real Estate Associates, et al.*, Sixth Judicial Circuit Case No. 51-2003- CA- 942 ES (the "Quiet Title Action"). On May 9, 2007, the trial Court in the Quiet Title Action quieted title to the Units in Oceanside. The May 9, 2007 Partial Final Judgment was presented to this Court and the Court has taken judicial notice of same.

5. On June 13, 2008, this Court entered its *Order Granting Receiver's Motion to Approve the Assignment of the Pasco County Matters to the Receivership Court*. The Pasco

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<sup>1</sup> Four of the seventeen units were transferred to Keith Novak by Chief Restructuring Officer, Alan Goldberg. The Receiver contests the validity of the transfers and contends that he still holds equitable title to these units.

County Court also entered its order granting the Receiver's motion to transfer the cases to this Court. Accordingly, the Quiet Title Action is before this Court as Eleventh Judicial Circuit Case No. 08-79169 CA (09).

6. At the hearing on the Receiver's instant motion, Bistricec, through counsel, argued that the time to appeal the Partial Final Judgment in the Quiet Title Action had not run and thus, that this Court did not have the authority to order the sale of the Units free and clear of liens. The Court finds, based on the Partial Final Judgment Quieting Title and applicable case law, that Oceanside holds legal title to the Units at issue in the Quiet Title Action and which are the subject of the Receiver's instant motion to sell the property free and clear of liens. The Court has also considered the case law presented by the parties regarding the circumstances in which a court may properly order the sale of property free and clear of liens and finds that the Court is authorized to order the sale of the Units based on the evidence presented and factual findings contained herein for the reasons stated on the record.

7. Based on the testimony of the representative of the Executive Committee of Lenders in relation to the Oceanside project, Gail Corenblum, who has observed the condition of the Units and has personal knowledge of same, the Court finds that the Units are in a state of disrepair requiring a substantial investment to repair, improve or otherwise rehabilitate the Units. Approximately a year ago, Ms. Corenblum observed that some of the Units had mold infiltration, substantial ceiling damage, and pigeon droppings had accumulated on the balconies. Ms. Corenblum testified that most of the Units have been stripped of cabinetry, wiring, plumbing fixtures, and other fixtures and that all Units were without electric power. Ms. Corenblum also testified that several of the Units had been cited for fire code violations in relation to the windows and that some Units are missing locks on the sliding glass doors.

8. Based on the testimony of Ms. Corenblum regarding Oceanside's attempts to raise money from the Lender group, the Court finds that the individual Lenders are unwilling or unable to contribute monies to repair, improve, or otherwise rehabilitate the Units.

9. Based on testimony of E. Harold Gassenheimer, who is employed by the Receiver as Chief Operating Officer of M.A.M.C. Incorporated, regarding the assets and cash position of Oceanside, the Court finds that the Receivership has limited assets and does have the funds to repair, improve, or otherwise rehabilitate the Units.

10. Based on Ms. Corenblum and Mr. Gassenheimer's testimony relating to the Receiver's past efforts to market the Units for sale, the Court finds that pending litigation, including the Quiet Title Action, renders the Units unmarketable due to an inability of a prospective purchaser to obtain title insurance.

11. Intervenor, Gulf Island Beach and Tennis Club Condominium Association (the "Association") has moved to intervene in this Receivership case to seek payment of past due condominium assessments on the Units from the Receivership, which assessments are estimated by the Association at over \$150,000.00 and confirmed by the testimony of Ms. Corenblum.

12. Based on Ms. Corenblum and Mr. Gassenheimer's testimony, the Court finds that ad valorem property taxes on the Units also remain unpaid for the years 2006, 2007, and 2008, which taxes total approximately \$200,000.00.

13. Based on the testimony of Mr. Gassenheimer relating to the assets and cash position of Oceanside, the Court finds that the Receivership has limited assets and does not have the ability to pay to condominium fees and taxes for the Units, which condition places the Units in peril of loss to all interested parties by reason of foreclosure.

14. The Court finds that the circumstances render a sale of the Units necessary for the adequate protection of the rights of the parties. Under these circumstances, a sale of the units would preserve the real interests of the parties by transferring any claims and liens to the proceeds of sale.

15. The ultimate purpose of the Receivership is to provide a vehicle to marshal and preserve assets and maximize return to the lienholders. Allowing the Units to be sold would further the goals of the Receivership and all interested parties because monetizing the Units would prevent waste of the property while the Court adjudicates the different parties' right, title, and interest to the proceeds. It will also allow the Receivership to avoid liability for expenses associated with the Units such as the unpaid taxes and condominium association fees which continue to accrue and necessarily diminish the return for the Receivership, the Lenders and other interested parties. In this instance, the sale of the Units by the Receiver is expedient and proper.

16. This Court has the authority to order that title conveyed to any prospective purchasers be free and clear of any liens, claims, and encumbrances and that said claims, liens, and encumbrances be transferred to the proceeds of the sale of the Units.

17. Florida law requires the Court to monitor the sales of the Units by the Receiver carefully and to disapprove of any proposed sale for less than the property should reasonably be expected to sell.

Accordingly, it is ORDERED AND ADJUDGED that:

18. The Receiver is hereby authorized to market and sell the Units, including those units currently titled in the name of Oceanside and the four units transferred by Oceanside to

Keith Novak (which transfers the Receiver contests) should the latter become re-titled in the name of Oceanside.

19. The Receiver shall undertake an evaluation of the units, consult with and obtain pricing recommendations from no less than three licensed real estate brokers, and price the units in accordance with the average of the three estimates.

20. The Receiver is hereby authorized to contract with a real estate broker for the marketing and sale of the Units, subject to this Court's approval of the contract by motion and notice to all interested parties in the manner previously approved by the Court.

21. The Receiver shall have exclusive authority to negotiate the sale of Units and execute purchase and sale contracts for the Units with prospective purchasers subject to this Court's approval of the contracts by motion and notice to all interested parties in the manner previously approved by the Court.

22. Upon approval by the Court of the proposed sale of any unit(s), the prospective purchaser(s) shall receive title to the subject unit(s) free and clear of any and all liens, claims, and encumbrances including, but not limited to, those liens, claims, and encumbrances, if any, held by the parties in the Quiet Title Action, any actions to foreclose liens for condominium assessments including those of Intervenor, Gulf Island Beach and Tennis Club Condominium Association, the mortgages held by M.A.M.C. Lenders, and any actions by contract purchasers of the Units, which actions were transferred to the Receivership Court from Pasco County Circuit Court.<sup>3</sup> The prospective purchaser(s) of the unit(s) shall receive clear title irrespective of

<sup>2</sup> The Pasco County cases ordered transferred to the Receivership Court are: a. *Deborah R. Abajian v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-07-CA-2370-WS; b. *Cyril Latana v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA-3923-WS; c. *James R. Patterson and Eileen M. Patterson v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA-3923-WS; d. *Cunningham*

any filings in the public records, including but not limited to, the filings of Gulf Island Resort, L.P. or Bistricez.

23. The Receiver shall deposit the net proceeds from the sale of the Units, after payment of outstanding condominium fees and taxes, into the Court's Registry until further motion and order of this Court, which proceeds shall be subject to all liens, claims, and encumbrances, if any, claimed by any and all interested parties in the Units for future adjudication by the Court.

DONE AND ORDERED in Chambers this 1<sup>st</sup> Sept day of August, 2009.

Thomas S. Wilson, Jr.  
THOMAS S. WILSON, JR.  
CIRCUIT COURT JUDGE

Copies furnished to:

Counsel of Record  
Receivership Website

237173-1

and *Elias v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA-4792-WS; and *Tina Hinton v. Oceanside Acquisitions, LLC*, Sixth Judicial Circuit Case No. 51-2007-CA-4238-WS.

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STATE OF FLORIDA COUNTY OF DADE  
I HEREBY CERTIFY that the foregoing is a true and correct copy of the  
original on file in this office. 03/23 AD 20 10  
HARVEY RUVIN, CLERK, of Court and County Courts  
Deputy Clerk [Signature] # 2325



THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

"As Is" Contract For Sale And Purchase

"As Is"

1. PARTIES: Oceanwide Acquisitions, LLC ("Seller")  
 2. and Sunway Investments LLC ("Buyer")  
 3. hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property")  
 4. pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

5. I. DESCRIPTION:  
 6. (a) Legal description of the Real Property located in Passaic County, Florida:  
 7. See Paragraph IV.  
 8. (b) Street address, city, zip, of the Property: 6036 Sea Ranch Drive, Suite 602, Hudson 34687-1548  
 9. (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless  
 10. specifically excluded below.  
 11. Other items included are: Boat slip #14, parking space #85.  
 12.  
 13. Items of Personal Property (and leased items, if any) excluded are:  
 14.

15. II. PURCHASE PRICE (U.S. currency): 72,129.00  
 16. PAYMENT: 12,000.00  
 17. (a) Deposit held in escrow by Keybank Title ("Escrow Agent") in the amount of (check or subject to clearance) \$ 1,000.00  
 18. Escrow Agent's address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 19. (b) Additional escrow deposit to be made to Escrow Agent within 2 days after Effective Date in the amount of: \$ 12,000.00  
 20. (c) Financing in the amount of ("Loan Amount") see Paragraph IV below: \$ \_\_\_\_\_  
 21. (d) Other: \$ \_\_\_\_\_  
 22. (e) Balance to close by cash, wire transfer or LOCALLY OBTAIN cashier's or official bank check(s), subject  
 23. to adjustments or corrections: \$ 72,107.00  
 24. III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:  
 25. (a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or  
 26. before March 15, 2010, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless other-  
 27. wise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered.  
 28. (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the  
 29. final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for  
 30. acceptance of this offer or, if applicable, the final counteroffer.

31. IV. FINANCING:  
 32. (a) This is a cash transaction with no contingencies for financing;  
 33. (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase  
 34. the Property ("Loan Approval") within \_\_\_\_\_ days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY  
 35. ONE): ☐ a fixed ☐ an adjustable or ☐ a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to  
 36. exceed \_\_\_\_\_%, and for a term of \_\_\_\_\_ years. Buyer will make application within \_\_\_\_\_ days (if blank, then 5 days) after Effective Date.  
 37. BUYER: Buyer shall use reasonable diligence to obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval  
 38. Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall  
 39. not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and  
 40. lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney,  
 41. real estate licensee(s), and Closing Agent.  
 42. SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by  
 43. delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall  
 44. notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this financing contingency, or the Contract shall be cancelled.  
 45. DEPOSIT(S) (for purposes of this financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval  
 46. by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan  
 47. Approval or waives this financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller, provided how-  
 48. ever, if the failure to close is due to (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender  
 49. fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be  
 50. returned to Buyer.  
 51. ☐ (c) Assumption of existing mortgage (see rider for terms) or  
 52. ☐ (d) Purchase money note and mortgage to Seller (see "As-Is" Standards B and K and riders: Addenda or special clauses for terms).

53. V. TITLE EVIDENCE: At least 5 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed on  
 54. exception(s) reached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be returned by  
 55. (CHECK ONLY ONE): ☒ (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney; or  
 56. ☐ (2) Buyer at Buyer's expense.  
 57. (CHECK HERE): ☐ If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

58. VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on April 30, 2010 ("Closing"), unless  
 59. modified by other provisions of this Contract, in the event of extreme weather or other conditions or events constituting "force majeure", Closing will be  
 60. extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of hazard, wind, flood, or homeowners'  
 61. insurance. If such conditions continue more than \_\_\_\_\_ days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

62 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans, zoning,  
63 restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on this plat or otherwise  
64 common to the subdivision; outstanding oil, gas and mineral rights or record without right of entry; unperfected public utility easements; at record  
65 located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the side  
66 lines; taxes for year of Closing and subsequent years; and assumed mortgages and any other monetary mortgages, if any (if additional items. Add  
67 Addendum) provided, that these matters at Closing are a condition of the foregoing and none prevent use of the Property for \_\_\_\_\_

68 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended  
69 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to "AS IS" Standard  
70 F.I. occupancy is to be delivered before Closing. Buyer assumes all risks of loss to Property from date of occupancy; shall be responsible and liable  
71 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition at time of taking occupancy.  
72 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all printed pro-  
73 visions of this Contract in conflict with them.

74 X. ASSIGNABILITY: (CHECK ONLY ONE); Buyer may assign and thereby be released from any further liability under this Contract; or may  
75 assign but not be released from liability under this Contract; or may not assign this Contract.  
76 XI. DISCLOSURES:

77 (a) The Property may be subject to unpaid special assessment fee(s) imposed by a public body ("public body" does not include a  
78 Condominium or Homeowners' Association). Such fee(s), if any, whether certified, confirmed and ratified, pending, or payable at installments,  
79 as of Closing, shall be paid as follows: By Seller at closing; By Buyer (if left blank, then Seller at Closing), if the amount of any  
80 assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an amount equal to the  
81 last estimate or assessment for the improvement by the public body.

82 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to per-  
83 sons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.  
84 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.

85 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information  
86 regarding mold, Buyer should consult an appropriate professional.

87 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 663.998, F.S.

88 (e) If the Real Property includes pre-1978 residential housing, then a lead-based paint rider is mandatory.

89 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.

90 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIA-  
91 TION/COMMUNITY DISCLOSURE.

92 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT  
93 OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP  
94 OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES.  
95 IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

96 XII. MAXIMUM REPAIR COSTS: DELETE

97 XIII. HOME WARRANTY: A Seller or Buyer or N/A will pay for a home warranty plan issued by \_\_\_\_\_

98 at a cost not to exceed \$ \_\_\_\_\_

99 XIV. INSPECTION PERIOD AND RIGHT TO CANCEL: (a) Buyer shall have 10 days from Effective Date ("Inspection Period") within  
100 which to have such inspections of the Property performed as Buyer shall desire and utilities service shall be made available by the  
101 Seller during the Inspection Period; (b) Buyer shall be responsible for prompt payment for such inspections and repair of damage  
102 to and restoration of the Property resulting from such inspections and this provision (b) shall survive termination of this Contract;  
103 and (c) if Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may cancel this Contract  
104 by delivering two-fold or written notice of such election to Seller prior to the expiration of the Inspection Period. If Buyer timely  
105 cancels this Contract, the deposit(s) paid shall be immediately returned to Buyer thereupon. Buyer and Seller shall be released of  
106 all further obligations under this Contract except as provided in this Paragraph XIV. Unless Buyer exercises the right to cancel  
107 granted herein, Buyer accepts the Property in its present physical condition, subject to any violation of governmental, building,  
108 environmental, and safety codes, restrictions or requirements and shall be responsible for any and all repairs and improvements  
109 required by Buyer's lender.

110 XV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:  
111 ☒ CONDOMINIUM ☒ VACANT HOMEOWNERS' ASSN. ☐ LEAD-BASED PAINT ☐ COASTAL CONSTRUCTION CONTROL LINE  
112 ☐ INSULATION ☐ EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACT) ☐ Other Comprehensive Rider Provisions ☒ Addenda  
113 Special Clause(s):

114 Legal description of Property - Gulf Island Beach & Tennis Club I a  
115 Condominium Per OR 1351 Pg 932 & OR 3300 Pg 202 & Common Elements Building  
116 1 Unit 601 OR 4774 Pg 1342 - 35-24-16-0260-00000-6010,  
117

118

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127 XVI. "AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS ("AS IS" Standard): Buyer and Seller acknowledge receipt of a copy  
128 of "AS IS" Standard A through Z on the reverse side of attached, which are incorporated as part of this Contract.



128  
129

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,  
SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

130  
131  
132  
133  
134

THIS "AS IS" FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.  
Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a  
particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining  
positions of all interested persons.

AN ASTERISK (\*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED

135\*  
136

707 Land  
(BUYER) Supreme Investments, LLC

2-16-10  
(DATE)

(SELLER) Quarantea Acquisitions LLC

(DATE)

137\*

(BUYER)

(DATE)

(SELLER)

(DATE)

138\*

Buyer's address for purposes of notice

Seller's address for purposes of notice

140\*

141\*

Phone

Phone

142 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with  
143 this Contract:

144\* Number

Coastal Real Estate Associates, Inc. 1st  
Listing Broker

145

Cooperating Broker, if any

Listing Broker



218

**"AS IS" STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)**

219 closing procedures shall apply: (1) all closing procedures shall be held in person by the Closing Agent for a period of not more than 5 days after Closing; (2)  
220 if Seller is the recorded owner of the Property, the Closing Agent shall, within the 5-day period, notify Seller in writing of the date and time of the  
221 have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon  
222 written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal  
223 Property, vehicle (if applicable) and convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand  
224 for refund, Buyer shall waive the right, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of war-  
225 rantes contained in the deed or bill of sale.

226 **G. ESCROW:** Any Closing Agent or escrow agent (collectively "Agent") receiving funds pursuant to the approved and agreed-upon terms of the contract shall  
227 then promptly hold same in escrow and, subject to the provisions of the contract, disburse them in accordance with terms and conditions of the Contract. Failure of either  
228 party to hold the subject matter of the escrow until the parties herein agree to its disbursement or until a judgment of a court of competent jurisdiction shall  
229 determine the rights of the parties, or Agent may disburse same with the consent of the court without having jurisdiction of the parties. An attorney who represents  
230 a party and who acts as Agent may represent such party in such action. Upon receipt of all parties concerned of such action, all liability on the part of Agent  
231 shall fully terminate, except to the extent of accounting for any funds previously delivered out of escrow. If a bona fide real estate broker Agent will comply with  
232 provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party by reason of acting as Agent, whether or not  
233 any suit wherein Agent intervenes in the subject matter of the escrow, Agent shall receive reasonable attorney's fees and costs incurred with the suit and shall  
234 be paid from and out of the escrowed funds or equivalent and charged and awarded as court orders in favor of the prevailing party. The Agent shall not be liable  
235 to any party or person for redelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of the  
236 Contract or gross negligence of Agent.

237 **H. ATTORNEY'S FEES; COSTS:** In any litigation, including breach, nonperformance or interpretation, arising out of this Contract, the prevailing party in such lit-  
238 igation, which, for purposes of this "AS IS" Standard, shall include Seller, Buyer and any broker acting in agency or independent relationship authorized by  
239 Chapter 475, F.S., as amended, shall be entitled to recover from the nonprevailing party reasonable attorney's fees, costs and expenses.

240 **I. FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposits paid by  
241 Buyer and deposited with the Closing Agent shall be returned to Seller and the balance of the deposits shall be forfeited to Seller as liquidated damages, and Seller shall  
242 be entitled to the execution of this Contract and its full performance at any time thereafter. Buyer and Seller shall be relieved of all obligations under this Contract or Seller  
243 at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make the full man-  
244 date after closing, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to rescind the contract of Buyer's  
245 deposit without thereby waiving any action for damages resulting from Seller's breach.

246 **J. CONTRACT NOT RECORDABLE; PERSONS CONCERNED; COPIES:** Neither this Contract nor any notice of it shall be recorded in any public records,  
247 This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the contract permits, singular shall include plural and  
248 one gender shall include all, and any and every given by or to the foregoing or broker representing any party shall be as effective as if given by or to that party.  
249 All notices must be in writing and may be made by mail, personal delivery or electronic means. A legible facsimile or electronic (including "pdf") copy of this  
250 Contract and any signatures thereon shall be considered for all purposes as an original.

251 **K. CONVEYANCE:** Seller shall convey marketable title to the Real Property by statutory warranty deed, personal representatives, or public trustee, as  
252 appropriate to the status of Seller, subject only to matters contained in Paragraph J and those otherwise accepted by Buyer. Personal Property shall, at the  
253 request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

254 **L. OTHER AGREEMENTS:** No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No mod-  
255 ification or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

256 **M. SELLER DISCLOSURE:** (1) There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or  
257 which have not been disclosed to Buyer; (2) Seller extends and intends no warranty and makes no representation of any type, written or oral, as to  
258 as to the physical condition or history of the Property; (3) Seller has received no written or verbal notice from any governmental entity or agency as  
259 to a currently unpermitted building, environmental or safety code violation; (4) Seller has no knowledge of any reports of improvement or damage to the  
260 Property without compliance with governmental regulation which have not been disclosed to Buyer.

261 **N. PROPERTY MAINTENANCE; PROPERTY ACCESS; ASSIGNMENT OF CONTRACTS AND WARRANTIES:** Seller shall maintain the Property, including  
262 but not limited to lawn, shrubbery, and pool in the condition existing as of effective date, ordinary wear and tear and Casualty Losses excepted. Seller shall, upon  
263 reasonable notice, provide access to the Property for appraisal and inspection, including a walk-through prior to Closing, to confirm that  
264 all items of Personal Property are on the Real Property and that the Property has been maintained as required by this "AS IS" Standard. Seller will deliver all  
265 reasonable repair and maintenance records and warranties to Buyer at Closing.

266 **O. 1031 EXCHANGE:** If either Seller or Buyer wish to enter into a 1031 exchange (either an installment sale with Closing or deferred) with respect to the Property  
267 under Section 1031 of the Internal Revenue Code ("1031 Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, includ-  
268 ing the execution of documents, provided (1) the cooperating party shall have no liability or exposure related to the Exchange and (2) the Closing shall not be  
269 delayed upon any assignment or deferral by such exchange.

270 **P. BUYER WAIVER OF CLAIMS:** Buyer waives any claims against Seller and, to the extent permitted by law, against any real estate licensee involved  
271 in the negotiation of this Contract, for any defects or other damage that may arise at Closing of the Contract and be subsequently discovered by the  
272 Buyer or anyone claiming by, through, under or against the Buyer.

# **Addendum to Contract** **FLORIDA ASSOCIATION OF REALTORS®**

Addendum No. 1 to the Contract dated February 11th 2010 between  
Oceanside Acquisitions, LLC (Seller)  
 and Sunwest Investments LLC (Buyer)

concerning the property described as:

6015 Sea Ranch Drive, Unit 501 HUDSON FL 33547-1326

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

The Property is owned by Oceanside Acquisitions, LLC, a company that is in Receivership. Michael Goldberg is the Court Appointed Receiver. The Property is subject to a quiet title action styled Alex Bistricker, as limited partner of Gulf Island Resort, L.P. and Gulf Island Resort, L.P., v. Coastal Real Estate Associates, et al., Sixth Judicial Circuit Case No. 01-2001-CA-94280, the case was subsequently moved to the Eleventh Judicial Circuit for Miami-Dade County Case No. 04-73189-CA-08. The Court entered a judgment quieting title to the Property to Oceanside Acquisitions, LLC, the Seller. The Court also granted Receiver Michael Goldberg motion to sell the Property free and clear of liens, claims, and encumbrances Case No. 07-43672-CA-09. Alex Bistricker has filed a lis pendens stating his intention to appeal these orders and judgments. Consequently, the availability of title insurance on the Property is not certain, and Alex Bistricker motions subsequent to a sale are unknown as is the outcome of the appeals. The Receiver recommends that Buyer or his counsel review the pleadings in these cases and make an independent evaluation of the issues and potential outcome of any appeal.

Seller has not inhabited the Property and makes no claims or warranties regarding the condition of the property. The Property has been uninhabited for several years and may have issues with mold and animal droppings. The electrical, plumbing, heating and air conditioning systems have not been operated recently, and Seller makes no warranties or claims regarding such systems. The Property may have fire rated windows with cracks. Such windows must be replaced or repaired at Buyer's expense. Seller and Coastal Real Estate Associates, Inc. recommend that Buyer employ licensed inspectors to inspect the Property.

Gulf Island Condominium Owners Association II (representing buildings 2 and 3) has made claims regarding the ability of owners in Gulf Island Association I to own boat slips even though several owners in building 1 presently own boat slips and the developers sold boat slips to condominium owners in building 1.

Buyer agrees to hold Coastal Real Estate Associates, Inc., its agents and employees, and Oceanside Acquisitions, LLC, its agents and employees and Michael Goldberg and his counsel harmless from any claims made due to the condition of the Property, from any claims made by Alex Bistricker or Gulf Island Resort, L.P., from any claims made by Association II, and encumbrances from any and all claims made with respect of the Property and agrees that Buyer is taking the Property as is where is and subject to the disclosures made herein.

The Contract for Sale and its addenda are subject to court approval by the Receivership Court, and the terms of any court approval are incorporated herein by reference.

Date: 2-16-10 Buyer: [Signature]  
 Date: \_\_\_\_\_ Buyer: \_\_\_\_\_  
 Date: \_\_\_\_\_ Seller: \_\_\_\_\_  
 Date: \_\_\_\_\_ Seller: \_\_\_\_\_

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**Addendum to Contract**  
**FLORIDA ASSOCIATION OF REALTORS®**

Addendum No. 2 to the Contract dated \_\_\_\_\_ between  
Detanella Acquisitions LLC (Seller)  
 and \_\_\_\_\_ (Buyer)

concerning the property described as:

5035 Sea Ranch Dr. Unit

Hudson FL 34667

(the "Contract"). Buyer and Seller make the following terms and conditions part of the Contract:

Buyer shall deposit \$1,000.00 as a refundable earnest money deposit upon submitting the offer. Buyer shall deposit an additional refundable deposit amount equal to 10% of the purchase price less the \$1,000.00 previously deposited within 3 days of receipt in writing that the following conditions have been met:

1. Seller, Receiver, and the Receivership Court have approved and agreed to this Contract, and
2. Buyer has obtained a title commitment from a reputable, nationally recognized title insurance company,

Upon occurrence of items 1 and 2 above, the Contract shall become binding, and the above referenced deposits shall become non-refundable. Buyer and Seller agree to close this transaction within 14 days of the occurrence of items 1 and 2 above.

If the above conditions can not be resolved within 120 days of the date of this Contract, this Contract shall be null and void, and any and all deposits made under this Contract shall be returned to Buyer. Notwithstanding any of the above conditions, the Contract and closing date may be extended with written approval signed by both Buyer and Seller; however, each extension shall expire after thirty (30) days unless another time period is specified in the extension agreement.

Date: 2-16-10

Buyer: [Signature]

Date: \_\_\_\_\_

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

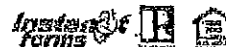
Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

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**Ariadna Hernandez**

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**From:** Gail and Stuart Corenblum [gallstu@bellsouth.net]

**Sent:** Wednesday, March 10, 2010 5:16 PM

**To:** Ariadna Hernandez; 'Hal Gassenhelmer'

**Subject:** Oceanside offer

Arl,

If you can write the motion as one sales contract – same buyer, price \$120,000 per unit – unit 601 and unit 706.

Thanks very much,

Gail

Gail Corenblum

(305) 891-1066 Home

(305) 799-1956 Cell

3/11/2010

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.

---

**SUPPLEMENTAL MEMORANDUM IN SUPPORT OF RECEIVER MICHAEL I.  
GOLDBERG'S MOTION TO SELL THE PROPERTY OF OCEANSIDE  
ACQUISITIONS LLC FREE AND CLEAR OF LIENS,  
CLAIMS AND ENCUMBRANCES**

Michael I. Goldberg, as Court Appointed Receiver over Defendants Berman Mortgage Corporation, M.A.M.C. Incorporated, et al., and Relief Defendants DB Atlanta LLC, et al., by and through its undersigned counsel, hereby files this Supplemental Memorandum which sets forth the applicable case-law and statute in support of this Court's jurisdiction and authority to

we deliver creative and effective business solutions and counsel  
**BERGER SINGERMAN**  
attorneys at law



File Miami Tallahassee

enforce the Order Granting Receiver Michael L. Goldberg's Motion to Sell the Property of Oceanside Acquisitions LLC Free and Clear of Liens, Claims and Encumbrances (the "Order") despite the pendency of an appeal.

### ANALYSIS OF THE LAW

This Court has jurisdiction to enforce the Order during the pendency of an appeal regarding the Order because there has been no motion to stay filed and no bond that has been posted. As Fla. R. App. P. 9.310, in pertinent part, states:

(a) Application. Except as provided by general law and in subdivision (b) of this rule, a party seeking to stay a final or non-final order pending review shall file a motion in the lower tribunal, which shall have continuing jurisdiction, in its discretion, to grant, modify, or deny such relief. A stay pending review may be conditioned on the posting of a good and sufficient bond, other conditions, or both.

(b) Exceptions. (1) *Money Judgments*. If the order is a judgment solely for the payment of money,<sup>1</sup> a party may obtain an automatic stay of execution pending review, without the necessity of a motion or order, by posting a good and sufficient bond equal to the principal amount of the judgment plus twice the statutory rate of interest on judgments on the total amount on which the party has an obligation to pay interest.

(emphasis supplied). Thus, by the terms of Fla. R. App. P. 9.310(a), a lower court has discretion to set the conditions under which an order may, or may not, be stayed pending appellate review. See *Cerrito v. Kovitch*, 406 So.2d 125 (Fla. 4th DCA 1981); *Mariner Health Care of Nashville*,

---

<sup>1</sup> The Order is not "solely" for the payment of money. For example, a judgment for recovery of money otherwise secured, as by a mortgage on real property, calls into play the general rule set out in Fla. R. App. P. 9.310 (a) rather than the exception contained in (b) for money judgments. See *Cerrito v. Kovitch*, 406 So. 2d 125, 126 (Fla. 4<sup>th</sup> DCA, 1981) (finding that a final judgment in foreclosure is not an order "solely for the payment of money").



*Inc. v. Baker*, 739 So. 2d 608, 609 (Fla. 1<sup>st</sup> DCA 1999). The rationale for this broad discretion is that based on its knowledge of the facts and circumstances regarding a judgment or order, the trial court is in the superior position to determine whether a bond or other conditions should be required before a judgment or order is stayed and, if so, the amount of the bond or the nature of the conditions. See *MSQ Properties v. Florida Dept. of Health & Rehabilitative Services*, 626 So. 2d 292, 293 (Fla. 1<sup>st</sup> DCA 1993).

A party seeking to stay enforcement of a non-monetary order must file a motion for stay in the lower tribunal. See Fla. R. App. P. 9.310(a); *FMS Mgmt. Sys., Inc. v. IDS Mortg. Corp.*, 402 So. 2d 474, 475 (Fla. 4<sup>th</sup> DCA 1981). The filing of a notice of appeal alone does not divest the trial court of jurisdiction to enforce a final order. See *Parsons v. Whitaker Plumbing of Boca Raton*, 730 So. 2d 839 (Fla. 4<sup>th</sup> DCA 1999) (explaining "the well settled principle that absent a stay or bond, the filing of a notice of appeal does not divest the trial court of jurisdiction to enforce a final order").

Therefore, in the absence of a stay pending appeal, this Court retains the power to enforce the Order that has been appealed. See e.g. *Mann-Stack v. Homeside Lending, Inc.*, 982 So. 2d 72, 74 (Fla. 2d DCA 2008) (finding that because appellant had posted no bond and there was no stay pending appeal at the time the order of disbursement was entered, the trial court was within its authority to enter appropriate orders enforcing the previous judgment despite the fact that the foreclosure judgment was on appeal); *FMS Mgmt. Sys., Inc.*, 402 So. 2d at 475 (holding that, in the absence of a bond or stay, the lower tribunal may proceed in the cause, even as to the subject matter of the appeal). In fact, absent a motion to stay a non-monetary judgment, this Court lacks any authority to institute a stay or even to require the posting of a bond. See *Starkey v. Linn*, 727 So. 2d 386, 388 (Fla. 5<sup>th</sup> DCA 1999) (court had jurisdiction to enforce the order being appealed,

absent a motion to stay or the posting of a bond, but the trial court did not have the authority to order party appealing the order to post the bond as a condition of the court not enforcing its final judgment because that party never sought to stay the order).

Even if a motion to stay was, or will be, filed pending the appeal, this Court nonetheless has broad discretion to deny such a motion to stay. *See* Fla. R.App. P. 9.310(a); *Open MRI of Okeechobee, LLC v. Aldana*, 969 So. 2d 589, 590 (Fla. 4<sup>th</sup> DCA 2007); *Elcoff v. Denson*, 896 So. 2d 795, 799 (Fla. 5<sup>th</sup> DCA 2005) (finding that trial court did not abuse its discretion in denying motion for stay pending appeal because trial court has broad discretion to grant or deny a motion to stay); *Cerrito*, 406 So. 2d at 126 ("The trial court is ...given considerable latitude in controlling the circumstances under which the proceedings may be stayed pending review"). Furthermore, this Court's enforcement of the Order during the pendency of an appeal is appropriate because such enforcement would not moot issues of the appeal. *See Rafel Indus. Group Ltd. v. Gough*, 556 So. 2d 1174, 1175 (Fla. 4<sup>th</sup> DCA 1990) (appellant's rights are not abolished merely because the underlying property on which an appeal is based has been disbursed before the reviewing court renders its judgment regarding entitlement to the res).

#### CONCLUSION

For all of the foregoing reasons, this Court has the jurisdiction and authority to enforce the Order during the pendency of an appeal. No motion to stay has been filed. Additionally, this Court has broad discretion to deny any request for a stay or, alternatively, to fashion conditions upon which any stay, if requested, may be granted.

CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail on this 19<sup>th</sup> day of March, 2010, to the attached service list.

Respectfully submitted,

BERGER SINGERMAN  
*Attorneys for Recetver, 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](mailto:jgassenheimer@bergersingerman.com)  
ARIADNA HERNANDEZ  
Florida Bar No. 020953  
E-Mail: [ahernandez@bergersingerman.com](mailto:ahernandez@bergersingerman.com)

SERVICE LIST

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

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

2700719-1