

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

STATE OF FLORIDA, OFFICE OF FINANCIAL
REGULATION,

CASE NO.: 07-43672 CA 09

Plaintiff,

v.

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

Defendant.

and

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

Relief Defendants.

**RECEIVER'S MOTION FOR AUTHORIZATION TO ENTER
INTO AN EXCLUSIVE LISTING AGREEMENT WITH
RE/MAX REALTY PLUS TO MARKET AND SELL
MAMC PROJECT MANAGERS, LLC'S PROPERTY, NUNC PRO TUNC**

Michael I. Goldberg, the receiver of Defendants Berman Mortgage Corporation ("BMC"), M.A.M.C. Incorporated ("MAMC"), *et al.*, and Relief Defendants DB Atlanta, LLC, *et al.* ("Receiver"), hereby files this Motion for Authorization to Enter into an Exclusive Listing Agreement with RE/MAX Realty Plus ("Broker") to Market and Sell MAMC Project Managers LLC's Property, *Nunc Pro Tunc*. In support of this Motion, the Receiver states as follows:

1. During the real estate boom in the mid-2000's, BMC invested in 100 real estate projects and vacant properties, using \$192 million in funds loaned from approximately 640 individual lenders ("Lenders"). The loans were secured by the properties.

2. MAMC serviced the loans pursuant to servicing agreements entered into between the individual Lenders and MAMC. Initially, MAMC serviced about 104 mortgage loans.

3. On December 11, 2007, upon the plaintiff's motion for temporary and permanent injunction and for appointment of a receiver, this Court ("Receivership Court") appointed Michael Goldberg as the receiver for Berman Mortgage, MAMC and the Relief Defendants (collectively, the "Receivership Defendants") to prevent the waste and dissipation of the Receivership Defendants' assets to the detriment of the Lenders.

4. Certain of the Lenders loaned money to Project Managers Group, LLC ("Project Managers Borrowers") for the purchase of real property located in Highlands County, Florida ("Highlands County Property").

5. In 2008, upon default by the Project Managers Borrowers, MAMC commenced a foreclosure suit in Highlands County, Florida, Case No. 08-927-GCS, against the Project Managers Borrowers and other parties who had an interest in the Highlands County Property.

6. Final Summary Judgment was entered on January 20, 2008 in favor of MAMC. After a foreclosure sale, the Clerk of the Court for Highlands County issued a Certificate of Title in the name of MAMC Project Managers Group, LLC ("MAMC PMG"), dated March 5, 2009.

7. The Highlands County Property is currently managed by MAMC. Upon motion of the Receiver, on February 1, 2012, this Court entered an Order expanding the Receivership Defendants to include MAMC PMG.

8. MAMC PMG has previously entered into an Exclusive Right of Sale Listing Agreement ("Agreement") with RE/MAX Realty Plus to market and sell the Highlands County Property. Now that the Highlands County Property is officially property of the Receivership estate, the Receiver seeks authority of this Court (i) to enter into the Agreement *nunc pro tunc* to

the date MAMC PMG became a Receivership Defendant and (ii) to extend the Agreement for an additional six months. A true and correct copy of the Agreement is attached hereto as Exhibit 1.

9. The Receiver is authorized to enter into agreements and take such action as he deems advisable or proper for the marshaling, maintenance or preservation of the Receivership Assets. *See Receivership Order at ¶ 17.*

10. The Receiver has consulted with the lender committee for this project¹, who have advised the Receiver that they approve his entering into the Agreement on behalf of the project.

WHEREFORE, Michael I. Goldberg, in his capacity as Receiver of Berman Mortgage, M.A.M.C. and related entities, respectfully request this Court to enter an Order authorizing the Receiver to enter into the agreement described herein and to grant such further relief as is just and proper.

Respectfully submitted,

AKERMAN SENTERFITT
Las Olas Centre II, Suite 1600
350 East Las Olas Boulevard
Fort Lauderdale, FL 33301-2229
Phone: (954) 463-2700
Fax: (954) 463-2224
Email: joan.levit@akerman.com

By: 

Joan M. Levit, Esquire
Florida Bar No. 987530

¹ At the outset of the receivership, the Receiver set up committees comprised of lenders for each loan and one overall committee made up of at least one lender from each loan ("Executive Committee") to advise the Receiver.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 3/day of May, 2012, a true and correct copy of the motion was furnished via U.S. Mail to the parties on the attached Service List. A copy of the motion (and the Notice of Hearing) will also be posted on the receivership website.

By:



Joan M. Levit

SERVICE LIST

Cristina Saenz
Assistant General Counsel
STATE OF FLORIDA
OFFICE OF FINANCIAL REGULATION
401 N.W. 2nd Avenue, Suite N-708
Miami, FL 33128

Charles W. Throckmorton, Esquire
KOZYAK TROPIN THROCKMORTON, P.A.
2525 Ponce de Leon Boulevard, 9th Floor
Coral Gables, FL 33134

Jason S. Miller, Esquire
ADORNO & YOSS, LLP
2525 Ponce de Leon Boulevard, Suite 400
Coral Gables, FL 33134

Mark A. Basurto, Esquire and
Charles Evans Glausier, Esquire
BUSH ROSS, P.A.
Post Office Box 3913
Tampa, Florida 33601-3913

William Dufoe, Esquire
Robert W. Lang, Esquire
HOLLAND & KNIGHT, LLP
100 North Tampa Street
Suite 4100
Tampa, FL 33602

Peter Valori, Esquire
DAMIAN & VALORI, LLP
1000 Brickell Avenue, Suite 1020
Miami, FL 33131

James D. Gassenheimer, Esquire
BERGER SINGERMAN
1000 Wachovia Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131

Alan M. Sandler, Esquire
SANDLER & SANDLER
117 Aragon Avenue
Coral Gables, FL 33134

Paul Huck, Esquire
Dean C. Colson, Esquire
COLSON HICKS EIDSON
255 Aragon Avenue, Second Floor
Coral Gables, FL 33134

Maurice Baumgarten, Esquire
ANANIA, BANDKLAYDER,
Bank of America Tower — Suite 4300
100 SE 2nd Street
Miami, FL 33131

Charles L. Neustein, Esquire
CHARLES L. NEUSTEIN, P.A.
777 Arthur Godfrey Road
Second Floor
Miami Beach, FL 33140

Deborah Poore Fitzgerald, Esquire
WALTON LANTAFF, LLP
Corporate Center, Suite 2000
100 East Broward Boulevard
Fort Lauderdale, FL 33301

Christopher S. Linde, Esquire
BURR FORMAN
450 S. Orange Avenue, Suite 200
Orlando, Florida 32801

Don Rosenberg
PECKAR & ABRAMSON
ONE S.E. THIRD AVE., SUITE 3100
Miami, FL 33131

EXHIBIT 1

700 S LAKEVIEW RD

List Price: **2,500,000**Mls#: **215273** Active

Acreage

Zone: **Lake Placid****Lake Placid / Highlands 33852**Neighborhood code: **5165**
Acreage: (+/-) **12.57**
Land Ty: **Tracts**Taxes: **8,432** Tax Yr: **2009**
Vested: **No** Zoning: **R2A**Property SqFt: **547,549** Frontage Feet: **0**
Community:
Lot Size: (+/-) **12.60+/- ACRES**Utilities: **Electric, Telephone**
Electric: **Progress Energy**
Frontag: **Lake**
Closing: **Possession At Closing, Title Insurance**
Finan: **Cash Refinance**
Lk Front: **Clay**Water: **Central**
Sewer: **No**
Road: **Paved**
Location: **Inside**
Sp Cond: **None**
Pres. Use: **Vacant**Schools: (Subject to Change) **Lake Country Elementary, Lake Placid Middle, Lake Placid High**

Improve:

Map ID:

This 12.38+/- acres also includes the property located at 182 Alderman Dr - SN: C-31-36-30-A00-0240-0000 Which is 100' x 142' with Lake Clay frontage. (approx.) .30 +/- acre The taxes reflect both parcels as does the square footage. Ideal location - located behind the Holiday Inn Express -

US 27 to LEFT on LAKEVIEW (by Holiday Inn Express) Property on the RIGHT ALSO the add'l parcel located at 183 ALDERMAN - US 27 to LEFT on Alderman to the end on the RIGHT

Owner: **M A M C PROJECT MANAGERS LLC**Strap Number: **P-31-36-30-A00-0560-0000** List Date: **10/29/2010**Show: **Go to Property**DOR: **99-NON-AG ACREAGE** Condition Report: **No**Legal: **AN IRREG 12.57 ACRE TR IN NE 1/4 OF NE 1/4 OF SEC 31 N OF ALDERMAN ROAD 31-36-30/56 12.57 ACRES**List Agent: **C D Boring III**Ph: **863-385-0077** Co Lister:List Office: **REMAX REALTY PLUS**Ph: **863-385-0077** Agency: **Exclusive Right of Sale**List Agent Email: **cboring@strato.net**Transaction: **4** Non Rep: **4**Office Fax #: **863-385-5897**

1 This Exclusive Right of Sale Listing Agreement ("Agreement") is between
2 M7 MC PROJECT MANAGERS, LLC ("Seller") and
3 RE/MAX REALTY PLUS ("Broker").

4 **1. AUTHORITY TO SELL PROPERTY:** Seller gives Broker the EXCLUSIVE RIGHT TO SELL the real and personal property
5 (collectively "Property") described below, at the price and terms described below, beginning the 1ST day of CB
6 November, 2010, and terminating at 11:59 p.m. the 31ST day of April, 2011
7 ("Termination Date"). Upon full execution of a contract for sale and purchase of the Property, all rights and obligations of this
8 Agreement will automatically extend through the date of the actual closing of the sales contract. Seller and Broker
9 acknowledge that this Agreement does not guarantee a sale. This Property will be offered to any person without regard to race,
10 color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller
11 certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

12 **2. DESCRIPTION OF PROPERTY:**

13 (a) Real Property Street Address: 183 ALDERMAN DR + 700 S LAKEVIEW RD, LAKE PLACID, FL: A 100X135 FT ML
14 TR IN E1/2 OF NE1/4 OF NE 1/4 OF SEC 31 LYING E OF N END OF ALDERMAN DR 0.30 ACRES LAKE CLAY LOT

15 Legal Description: BN: C-31-38-30-000-0240-0000 + AN IRREG 12.35 ACRE TR IN NE 1/4 OF NE 1/4 OF SEC 31 N
16 OF ALDERMAN RD 31-38-30-000 12.35 ACRES SRE: P-31-38-400-0000-0000 See Attachment

17 (b) Personal Property, including appliances: VACANT LAND

18 See Attachment

19 (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires

20 See Attachment

21 **3. PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to Seller:

22 (a) Price: \$2,500,000.00

23 (b) Financing Terms: Cash Conventional VA FHA Other

24 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$_____ with the
25 following terms:

26 Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$_____ plus
27 an assumption fee of \$_____. The mortgage is for a term of _____ years beginning in _____, at
28 an interest rate of _____ % fixed variable (describe) _____

29 Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an
30 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your
31 liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will
32 convey the escrow deposit to the buyer at closing.

33 (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed _____ % of the purchase
34 price; and any other expenses Seller agrees to pay in connection with a transaction.

35 **4. BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Property until
36 a sales contract is pending on the Property. Seller authorizes Broker to:

37 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in
38 (4)(a)(i) or (4)(a)(ii) below.

39 Seller opt-out (Check one if applicable)

40 (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.

41 (ii) Seller does not authorize Broker to display the Property on the Internet.

42 Seller understands and acknowledges that if Seller selects option (i), consumers who conduct searches for listings on
43 the Internet will not see information about the listed property in response to their search.

44 Initials of Seller:

45 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales
46 contract) and use Seller's name in connection with marketing or advertising the Property.

47 (c) Obtain information relating to the present mortgage(s) on the Property.

48 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing
49 information and price, terms and financing information on any resulting sale for use by authorized Board / Association
50 members, MLS participants and subscribers; and

51 Seller CB and Broker/Sales Associate CB acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

and hold harmless
(a) to indemnify Seller from and against any and all
of

10 color, religion, sex, handicap, familial status, national origin or any other factor protected by federal, state or local law. Seller
11 certifies and represents that he/she/it is legally entitled to convey the Property and all improvements.

12 **2. DESCRIPTION OF PROPERTY:**

13 (a) Real Property Street Address: 183 ALDERMAN DR + 700 S LAKEVIEW RD, LAKE PLACID, FL A 100X135 FT M/L
14 TR IN E1/2 OF NE1/4 OF NE 1/4 OF SEC 31 LYING E OF N END OF ALDERMAN DR 0.30 ACRES LAKE CLAY LOT

15 Legal Description: SN: C-31-38-30-A00-0240-0000 + ANJERREG 12.38 ACRE TR IN NE 1/4 OF NE 1/4 OF SEC 31 N
16 OF ALDERMAN RD 31-38-30-0000 12.38 ACRES SN: P-31-38-A00-0000-0000 See Attachment

17 (b) Personal Property, Including appliances: VACANT LAND

18 See Attachment

19 (c) Occupancy: Property is is not currently occupied by a tenant. If occupied, the lease term expires

20 **3. PRICE AND TERMS:** The property is offered for sale on the following terms, or on other terms acceptable to Seller:

21 (a) Price: \$2,500,000.00

22 (b) Financing Terms: Cash Conventional VA FHA Other

23 Seller Financing: Seller will hold a purchase money mortgage in the amount of \$ with the
24 following terms:

25 Assumption of Existing Mortgage: Buyer may assume existing mortgage for \$ plus
26 an assumption fee of \$. The mortgage is for a term of years beginning in at
27 an interest rate of % fixed variable (describe)

28 Lender approval of assumption is required is not required unknown. Notice to Seller: You may remain liable for an
29 assumed mortgage for a number of years after the Property is sold. Check with your lender to determine the extent of your
30 liability. Seller will ensure that all mortgage payments and required escrow deposits are current at the time of closing and will
31 convey the escrow deposit to the buyer at closing.

32 (c) Seller Expenses: Seller will pay mortgage discount or other closing costs not to exceed % of the purchase
33 price; and any other expenses Seller agrees to pay in connection with a transaction.

34 **4. BROKER OBLIGATIONS AND AUTHORITY:** Broker agrees to make diligent and continued efforts to sell the Property until
35 a sales contract is pending on the Property. Seller authorizes Broker to:

36 (a) Advertise the Property as Broker deems advisable including advertising the Property on the Internet unless limited in
37 (4)(a)(i) or (4)(a)(ii) below.

38 (Seller opt-out)(Check one if applicable)

39 (i) Display the Property on the Internet except the street address of the Property shall not be displayed on the Internet.
40 (ii) Seller does not authorize Broker to display the Property on the Internet.

41 Seller understands and acknowledges that if Seller selects option (ii), consumers who conduct searches for listings on
42 the Internet will not see information about the listed property in response to their search.

43 _____ / _____ Initials of Seller:

44 (b) Place appropriate transaction signs on the Property, including "For Sale" signs and "Sold" signs (once Seller signs a sales
45 contract) and use Seller's name in connection with marketing or advertising the Property.

46 (c) Obtain information relating to the present mortgage(s) on the Property.

47 (d) Place the Property in a multiple listing service ("MLS"). Seller authorizes Broker to report to the MLS this listing
48 information and price, terms and financing information on any resulting sale for use by authorized Board / Association
49 members, MLS participants and subscribers; and

50 Seller [] and Broker/Sales Associate () acknowledge receipt of a copy of this page, which is Page 1 of 4 Pages.

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51 (e) Broker agrees to indemnify Seller from and against any and all
52 claims, losses, damages, costs or expenses of any kind or
53 character arising out of or resulting from any agreement, arrangement
54 or understanding alleged to have been made by Broker on its
55 behalf with any broker or finder in connection with
56 the transaction herein contemplated or any party
57 claiming by, through or under Broker.

OB WJ

52 (e) Provide objective comparative market analysis information to potential buyers; and
53 (f) (Check if applicable) Use a lock box system to show and access the Property. A lock box does not ensure the
54 Property's security; Seller is advised to secure or remove valuables. Seller agrees that the lock box is for Seller's benefit and
55 releases Broker, persons working through Broker and Broker's local Realtor Board / Association from all liability and
56 responsibility in connection with any loss that occurs. Withhold verbal offers. Withhold all offers once Seller accepts a
57 sales contract for the Property.
58 (g) Act as a transaction broker of Seller.
59 (h) Virtual Office Websites: Some real estate brokerages offer real estate brokerage services online. These websites are
60 referred to as Virtual Office Websites ("VOW"). An automated estimate of market value or reviews and comments about a
61 property may be displayed in conjunction with a property on some VOWs. Anyone who registers on a Virtual Office Website
62 may gain access to such automated valuations or comments and reviews about any property displayed on a VOW. Unless
63 limited below, a VOW may display automated valuations or comments/reviews (blogs) about this Property.
64 Seller does not authorize an automated estimate of the market value of the listing (or hyperlink to such estimate) to be
65 displayed in immediate conjunction with the listing of this Property.
66 Seller does not authorize third parties to write comments or reviews about the listing of the Property (or display a hyperlink
67 to such comments or reviews) in immediate conjunction with the listing of this Property.

68 **6. SELLER OBLIGATIONS:** In consideration of Broker's obligations, Seller agrees to:
69 (a) Cooperate with Broker in carrying out the purpose of this Agreement, including referring immediately to Broker all
70 inquiries regarding the Property's transfer, whether by purchase or any other means of transfer.
71 (b) Provide Broker with keys to the Property and make the Property available for Broker to show during reasonable times.
72 (c) Inform Broker prior to leasing, mortgaging or otherwise encumbering the Property.
73 (d) Indemnify Broker and hold Broker harmless from losses, damages, costs and expenses of any nature, including
74 attorney's fees, and from liability to any person, that Broker incurs because of (1) Seller's negligence, representations,
75 misrepresentations, actions or inactions, (2) the use of a lock box, (3) the existence of undisclosed material facts about the
76 Property, or (4) a court or arbitration decision that a broker who was not compensated in connection with a transaction is
77 entitled to compensation from Broker. This clause will survive Broker's performance and the transfer of title.
78 (e) To perform any act reasonably necessary to comply with FIRPTA (Internal Revenue Code Section 1445).
79 (f) Make all legally required disclosures, including all facts that materially affect the Property's value and are not readily
80 observable or known by the buyer. Seller certifies and represents that Seller knows of no such material facts (local
81 government building code violations, unobservable defects, etc.) other than the following: **MATTER OF PUBLIC RECORD**

82 Seller will immediately inform Broker of any material facts that arise after signing this Agreement.
83 (g) Consult appropriate professionals for related legal, tax, property condition, environmental, foreign reporting requirements
84 and other specialized advice.

85 *Or if and only if a closing occurs*
86 **6. COMPENSATION:** Seller will compensate Broker as specified below for procuring a buyer who is ready, willing and able to
87 purchase the Property or any interest in the Property on the terms of this Agreement or on any other terms acceptable to
88 Seller. Seller will pay Broker as follows (plus applicable sales tax): **0 OR \$ _____ 0, no later than**
89 (a) **8 % of the total purchase price plus \$ _____ 0 OR \$ _____ 0, no later than**
90 **the date of closing specified in the sales contract. However, closing is not a prerequisite for Broker's fee being earned.**
91 (b) **0 (\$ or %) of the consideration paid for an option, at the time an option is created. If the option is exercised,**
92 **Seller will pay Broker the paragraph 6(a) fee, less the amount Broker received under this subparagraph.**
93 (c) **0 (\$ or %) of gross lease value as a leasing fee, on the date Seller enters into a lease or agreement to**
94 **lease, whichever is sooner. This fee is not due if the Property is or becomes the subject of a contract granting an exclusive**
95 **right to lease the Property.**
96 (d) **Broker's fee is due in the following circumstances: (1) if any interest in the Property is transferred, whether by sale, lease,**
97 **exchange, governmental action, bankruptcy or any other means of transfer, regardless of whether the buyer is secured by**
98 **Broker, Seller or any other person. (2) if Seller refuses or fails to sign an offer at the price and terms stated in this Agreement,**
99 **defaults on an executed sales contract or agrees with a buyer to cancel an executed sales contract. (3) if, within 180 days after**
100 **Termination Date ("Protection Period"), Seller transfers or contracts to transfer the Property or any interest in the Property to any**
101 **prospects with whom Seller, Broker or any real estate licensee communicated regarding the Property prior to Termination Date.**
102 **However, no fee will be due Broker if the Property is resold after Termination Date and sold through another broker.**
103 **(e) Retained Deposits: As consideration for Broker's services, Broker is entitled to receive 50% of all deposits that**
104 **Seller retains as liquidated damages for a buyer's default in a transaction, not to exceed the paragraph 6(a) fee.**

105 **7. COOPERATION AND COMPENSATION WITH OTHER BROKERS:** Broker's office policy is to cooperate with all other
106 brokers except when not in Seller's best interest: and to offer compensation in the amount of **4% of the**
107 **purchase price or \$ _____ 0 to Buyer's agents, who represent the interest of the buyers, and not the interest of Seller in**
108 **Seller (_____) and Broker/Sales Associate (_____) acknowledge receipt of a copy of this page, which is Page 2 of 4 Pages.**

109 a transaction; and to offer compensation in the amount of 4% of the purchase price or \$ 0 to a
110 broker who has no brokerage relationship with the Buyer or Seller; and to offer compensation in the amount of
111 4% of the purchase price or \$ 0 to Transaction brokers for the Buyer; None of the above (if this is
112 checked, the Property cannot be placed in the MLS.)

113 **8. BROKERAGE RELATIONSHIP:** Under this Agreement, Broker will be acting as a transaction broker. Broker will deal
114 honestly and fairly with Seller, will account for all funds, will use skill, care, and diligence in the transaction, will disclose all
115 known facts that materially affect the value of the residential property which are not readily observable to the buyer, will present
116 all offers and counteroffers in a timely manner unless directed otherwise in writing and will have limited confidentiality with Seller
117 unless waived in writing.

118 **9. CONDITIONAL TERMINATION:** At Seller's request, Broker may agree to conditionally terminate this Agreement. If Broker
119 agrees to conditional termination, Seller must sign a withdrawal agreement, reimburse Broker for all direct expenses incurred
120 in marketing the Property and pay a cancellation fee of \$ 250 plus applicable sales tax. Broker may void the
121 conditional termination and Seller will pay the fee stated in paragraph 8(a) less the cancellation fee if Seller transfers or
122 contracts to transfer the Property or any interest in the Property during the time period from the date of conditional termination
123 to Termination Date and Protection Period, if applicable.

124 **10. DISPUTE RESOLUTION:** This Agreement will be construed under Florida law. All controversies, claims and other matters
125 in question between the parties arising out of or relating to this Agreement or the breach thereof will be settled by first
126 attempting mediation under the rules of the American Mediation Association or other mediator agreed upon by the parties. If
127 litigation arises out of this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs, unless
128 the parties agree that disputes will be settled by arbitration as follows: Arbitration: By initialing in the space provided, Seller
129 (), Listing Associate () and Listing Broker () agree that disputes not resolved by mediation will be settled
130 by neutral binding arbitration in the county in which the Property is located in accordance with the rules of the American
131 Arbitration Association or other arbitrator agreed upon by the parties. Each party to any arbitration (or litigation to enforce the
132 arbitration provision of this Agreement or an arbitration award) will pay its own fees, costs and expenses, including attorney's
133 fees, and will equally split the arbitrators' fees and administrative fees of arbitration.

134 **11. MISCELLANEOUS:** This Agreement is binding on Broker's and Seller's heirs, personal representatives, administrators,
135 successors and assigns. Broker may assign this Agreement to another listing office. This Agreement is the entire agreement
136 between Broker and Seller. No prior or present agreements or representations shall be binding on Broker or Seller unless
137 included in this Agreement. Signatures, initials and modifications communicated by facsimile will be considered as originals.
138 The term "buyer" as used in this Agreement includes buyers, tenants, exchanges, optionees and other categories of potential
139 or actual transferees.

140 **12. ADDITIONAL TERMS: THIS AGREEMENT IS SUBJECT TO THE RECEIVERSHIP COURT'S APPROVAL.**

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157 Seller () and Broker/Sales Associate () acknowledge receipt of a copy of this page, which is Page 3 of 4 Pages.

158 Date: 10/27/10 Seller's Signature: ✓ receiver Tax ID No: _____

159 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

160 Address: _____

161 Date: _____ Seller's Signature: _____ Tax ID No: _____

162 Home Telephone: _____ Work Telephone: _____ Facsimile: _____

163 Address: _____

164 Date: AUGUST 30/10 Authorized Listing Associate or Broker: C.D. BORING

165 Brokerage Firm Name: RE/MAX REALTY PLUS Telephone: 863-385-0077

166 Address: 809 US 27 SOUTH, SEBRING, FL 33870

167 Copy returned to Customer on the 30th day of August, 2010 by: personal delivery mail E-mail facsimile.

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168 Seller ✓ (____) and Broker/Sales Associate (S.A.) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4 Pages.

Property Change Report

Sebring, Avon Park & Lake Placid

HLN 1.0 8-01-01

Q15273 RPLUS		700	S	Lakeview Rd
Listing Number	Listing Office [R]	Add#	Direction	Street Name [R]
<input checked="" type="checkbox"/> Sold		<input checked="" type="checkbox"/> Sold Pending		
<input type="checkbox"/> Sold Price [R]		<input type="checkbox"/> Sale Financing [R]		
<input type="checkbox"/> Selling Office Name [R]		<input type="checkbox"/> Cash		
<input type="checkbox"/> Selling Agent Name [R]		<input type="checkbox"/> Owner		
<input type="checkbox"/> Closing Date [R]		<input type="checkbox"/> Assume		
		<input type="checkbox"/> VA		
		<input type="checkbox"/> FHA		
		<input type="checkbox"/> Conventional		
		<input type="checkbox"/> Other		
		<input type="checkbox"/> Selling Office Name [R]		
		<input type="checkbox"/> Selling Agent Name [R]		
		<input type="checkbox"/> Estimated Closing Date [R]		
Amendment to listing contract:				
<p>This amends that listing contract by and between _____ as owner and _____ As REALTOR® broker dated _____; that for good and valuable consideration agree to amend the subject contract as follows:</p>				
<input type="checkbox"/> Termination <input type="checkbox"/> Off Market Date [R]		<input type="checkbox"/> Back on Market <input type="checkbox"/> Expiration Date <input type="checkbox"/> Listing Price		
<input type="checkbox"/> Withdrawal <input type="checkbox"/> Off Market Date [R]		Upon withdrawal from the market, owner agrees that within the period of time covered by the original agreement, or extension thereof. If the property is sold, the owner will pay the REALTOR® broker a fee in accordance with the existing prior agreement, or if the property again becomes available for sale, the original agreement will be reinstated.		
<input checked="" type="checkbox"/> Extend Listing / Renew / Re-Instate <input type="checkbox"/> 05/30/14 <input type="checkbox"/> Expiration Date <input type="checkbox"/> Listing Price		The original Listing agreement for this property subject to prior property change reports.		
<input checked="" type="checkbox"/> Data Changes <input type="checkbox"/> [Attach Profile Sheet for all other changes] <input type="checkbox"/> Listing Price				
Comments: <input type="checkbox"/> [Listing modifications not allowed here.] Extend listing 6 months				
Required for amendment to listing contract: Owners Signature <input type="checkbox"/> <i>recesser</i> Date <input type="checkbox"/> <i>11/22/11</i> Owners Signature <input type="checkbox"/> <i>recesser</i> Date _____				
Required for submission: REALTORS® Signature _____ Date _____				